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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

Professor Murison, K.C.

AMONG THE well-known names in the latest batch of "Silks," special interest attaches to that of Professor MURISON. For many years he has had a quiet practice at the Bar, but his chief distinction has been his long and honourable connection with the teaching of law as Professor of Roman Law and Jurisprudence at University College. A distinguished graduate of Edinburgh, Oxford and London, he is one of the most learned of Roman jurists in our day, and as Dean of Faculty, Chairman of the Board of Studies in Jurisprudence, and legal member of the Senate of London University, he has had a great influence in enhancing the prestige of legal studies in the Metropolis. His latest work, we believe, has been the successful insistence on the desirability of including certain branches of law as alternative options for an Arts Degree. His addition to the ranks of King's Counsel is doubtless one of the marks of Lord HALDANE'S appreciation of good work done in other than the merely practical spheres of the legal profession.

A Full Criminal Appeal Court.

IT IS ANNOUNCED that the whole strength of the King's Bench Division, apparently sixteen judges, will sit in the Court of Criminal Appeal on 29th April, the first day of next term, to re-hear the appeal of *Rex* v. *Norman*. This seems to be unique, and indicates the great difficulty of the point at issue, namely, the precise meaning of that vague term "habitual criminal," since on no previous occasion since its institution in 1908 has a "full" Court of Criminal Appeal contained more than nine judges. In pre-Judicature Act days, the Court of Crown Cases Reserved sometimes contained all of the twelve common law judges drawn from King's Bench, Common Pleas and Exchequer combined; but no Divisional Court of anything like such number has ever sat since then. The Court of Criminal Appeal usually consists of three judges. Where these so desire, the appeal is sometimes adjourned for a re-hearing before what is called the "full" court; but this usually consists of only five judges. Occasionally —only a few times in all—it has consisted of as many as nine. Sixteen is therefore a record.

The War Charges (Validity) Bill.

THE TEXT of the new War Charges (Validity) Bill has now been published. In substance it is the same as the Bill which was withdrawn for the want of the necessary money resolution. This has been obtained, though only at the cost of dropping the milk levy, and hence we have the curious position that it is, according to the resolution as recited in the Bill, "expedient that legal validity should be given to the imposition and levying of the charges aforesaid other than charges imposed by way of payments required to be made in connection with the control of the supply or price of milk." Of course the milk people have gone to the House of Lords and got their judgment against the Crown, but this is not the only judgment, and it is a little difficult on the reading of the Bill to understand why milk is singled out for special treatment. But, with this exception, the Bill is the same as before, and it proposes to reverse judgments which have been already obtained, as well as to stop pending proceedings and to rule out claims in respect of which proceedings have not been begun, presumably because they were governed by the decisions. In clause 1 (*a*), which authorises the recovery by the Government of sums charged but not yet paid, the words "notwithstanding any judgment to the contrary" have been dropped; but it is not clear that this alters the effect of the clause, and para. (*b*) still provides that judgments obtained shall be void, subject to an exception as to costs. In principle the Bill is a flagrant example of retrospective legislation, and we are glad to see that three notices for rejection have been given. These stand in the names of Mr. LEIF JONES and Mr. WILLIAM JOWITT; Sir HERBERT NEILL; and Mr. NESBITT, Sir WILLIAM BULL and Mr. DENNIS HERBERT. The last is as follows:—

> "On Second Reading of War Charges (Validity) (No. 2) Bill, to move, That this House declines to proceed with a Bill the declared objects of which are retrospectively to legalise the levying of money for the use of the Crown without grant of Parliament, to deny to His Majesty's subjects access to the Courts of Law, and to set aside the recorded decisions of His Majesty's judges in regard to the imposition of illegal taxation, all of which objects are entirely beyond the scope of The Indemnity Act, 1920."

A Parliamentary return [Cmd. 2100] has been issued showing the claims made on or before 31st March, 1924, and their amount.

The Prevention of Strikes.

PROBABLY THE most important measure, judged by its intrinsic merits, now before Parliament, is Lord ASKWITH'S Industrial Courts Amendment Bill, which was read a second time in the House of Lords on the 8th inst. The Industrial Courts Act, 1919, is, as is well known, purely voluntary. Part I establishes a standing Industrial Court—of this Sir WILLIAM MACKENZIE, K.C., is now President—and when a trade dispute exists, the Minister of Labour may refer it either to the Industrial Court or to arbitration; or, where a dispute exists or is apprehended, he may, under Part II, refer it to a special Court of Inquiry appointed by himself. But no steps can be taken to prevent a lock-out or strike pending reference, or to enforce a report or an award. We have several times referred to over-seas legislation which attempts either to defer or to prohibit lock-outs and strikes, and in particular to the Canadian Industrial Disputes Investigation Act, 1907 (6 & 7 Ed. 7, c. 20 (Dom.)), which adopts the former course. Section 56 provides that it shall be unlawful for any employer to declare a lock-out, or for any employé to go on strike, prior to or during a reference to a Board of Conciliation and Investigation. Lord ASKWITH'S Bill takes the Canadian Act as its model, and proposes to introduce into s. 4 of the Act of 1919 (Part II, Courts of Inquiry) a new paragraph as follows:—

> "4.—(6) Where the Minister has referred a trade dispute as provided by subsection (1) of this section to a Court of Inquiry, it shall be unlawful, prior to and during that inquiry and prior to the report thereon to the Minister, for any employer to declare or cause a lock-out or for any workman to go on strike on account of such dispute: Provided that, except where both parties to the dispute agree to an extension of time, nothing in this Act shall be held to restrain any employer from declaring a lock-out or any workman from going on strike after thirty days from the date of the reference of a trade dispute to a Court of Inquiry by the Minister."

Further new paragraphs impose penalties, and these are founded on those in the Canadian Act, but the proviso just quoted appears to be new. The measure introduces compulsion in a very mild form, and it met with a sympathetic reception in the House of Lords, except from the Lord Chancellor, who held out no hope of the Government regarding the Bill with favour, and that is why we have qualified its importance by the words "judged by its intrinsic merits," for a Bill which has no chance of passing may, in fact, not be important. But legislation of this nature may acquire importance under more favourable circumstances.

Lord Wrenbury on Industrial Unrest.

WE CAN hardly leave the subject of Industrial Disputes without referring to the interesting letter from Lord WRENBURY which appeared in *The Times* of the 12th inst. The present troubles he traces in part to the Companies Acts, which have made capital impersonal—or to adopt a paraphrase, have dehumanized the employer—and destroyed the old friendly relations of "master and man." But were they so friendly? In particular cases, no doubt, they were; but industrial troubles were known long before the modern Companies Acts, and the present moderation in industrial disputes is in striking contrast to the bitterness with which they were carried on on both sides a hundred years ago. But if the Companies Acts are partly responsible, the Trade Disputes Act, 1906, is in Lord WRENBURY'S opinion more so; it placed trade unions above the law, and led to "an intolerable state of things, and unless means are found of combating it, it is one which must lead to social chaos." Probably that is so, and Lord WRENBURY lays down the conditions of escape. These are too long to quote here; we give them on another page. The immediate legislative changes which he calls for we need not comment on. Whether the repeal of the Act of 1906 is, in existing circumstances, a practical proposition, may be doubted, but Lord WRENBURY says that the "more distant, but more effectual, solution lies in the cultivation of a spirit of good will." This he follows with a suggestion for the establishment of a "League of Citizens." Possibly the better course is to unite the interests of employers and employed by the less idealistic but more practical means of the extension of the system of profit-sharing. In many industries this is being tried with success, and there are not a few who think it is the true way out of the difficulty. This is a point we hope to have the opportunity of developing.

Unattended Motor Cars.

THE RIGHT of owners of motor cars to leave their cars unattended came recently under the consideration of the Divisional Court in *Martin* v. *Stanborough*, *Times*, 10th inst. In that case the court threw upon the owner of an unattended car liability for damage caused to a wall by the impact of the car, in spite of the fact that there were circumstances rendering the mishap attributable to the interference of a mischievous boy. The car had been left unattended in a road, on a steep gradient, with a block of wood placed under one of the wheels, and it had, only a few days previously, run down the slope, the brakes not being fully effective. In the county court it was found that the car was left in an unsafe position and in such a condition that a mischievous boy might have caused the accident; and that the accident was caused by the intervention of the boy, though it was impossible to find out what he did. Judgment was given in favour of the plaintiff and the owner of the car appealed, but his appeal was dismissed. BAILHACHE, J., distinguished the case from that of *Ruoff* v. *Long*, 60 SOL. J. 323; 1916, 1 K.B. 148, where the owner of a lorry, which was heavy and difficult to start, was exempted from liability for damage done as the result of its having been set in motion by mischievous soldiers, when it was unattended. AVORY, J., in the course of his judgment in that case, said (1916, 1 K.B., at p. 152): "This is not the case of a horse left unattended in the street which may start of its own accord . . . It is impossible to say that those who leave standing in a road a machine which will not move unless some person

intentionally puts it in motion are *primâ facie* guilty of negligence." Thus the court appears to favour the view that if the owner of a car, while about his business, leaves his car unattended, but in a safe position and under such control that it cannot effect any damage, except as a result of fresh and independent outside interference, he is entitled to do so. Obviously, no reliable driver would wilfully allow a car to be left unattended under circumstances which might involve his employer, not only in liability to others for damage done to their property, but also in the destruction of the car itself. The observation of BAILHACHE, J., in the report of his judgment in the present case, will be reassuring to all motorists, viz., that he would never be disposed to hold "that it was negligent to leave a motor car unattended in a public place, assuming that the brakes were in order. Motor cars had become an essential feature in modern life, and the owner of a car was entitled when about his business to leave the car unattended; such an act could not be negligent *per se*."

Running of Sentences Pending Appeals.

A CURIOUS DIFFICULTY raised by the Home Office as regards the working of Criminal Appeals was the subject of an interesting pronouncement by the Court of Criminal Appeal in *Rex* v. *Rose, Friend, Beatty, Llewellyn, Young* (five separate appeals), *The Times*, 15th inst. Under s. 14 of the Criminal Appeal Act, and the Rules made thereunder, when a prisoner appeals his sentence is not executed until the determination of the appeal; therefore he is detained as a "prisoner awaiting trial," and not as a prisoner undergoing sentence. This, of course, means different treatment. In order to discourage appeals the Court of Criminal Appeal is now in the habit of directing sentence, where an appeal is dismissed, to run from the date of the judgment dismissing the appeal, not the original date of sentence; this extends the duration of imprisonment. The Home Office pointed out that in certain cases, however, it is the prison practice not to give prisoners the benefit of this ameliorated form of detention pending appeal; this occurs when there are concurrent sentences, from only one of which the prisoner appeals. But, in five cases, a difficulty arose in saying whether or not there really is a concurrent sentence, and the opinion of the court was invited and given on these. The five cases were (1) a prisoner under sentence of penal servitude followed by "detention," as an "habitual criminal," who appeals only against the latter sentence; (2) a prisoner under sentence of imprisonment and flogging, who appeals against the flogging only; (3) a prisoner under sentence of imprisonment and a recommendation for deportation, who appeals against the deportation order only; (4) a person under concurrent sentence of imprisonment and penal servitude, who appeals against the latter only; and (5) a prisoner under two or more consecutive sentences, who appeals only against the second or subsequent sentences. The court, however, pointed out that (1) (2) and (3) are not cases of "concurrent sentences" at all since, however the prisoner's appeal may be limited, the court may re-open both parts of his sentence. And, in any case, they held that, even where a prisoner's sentences are genuinely concurrent or necessary, he is given, by s. 14 of the Criminal Appeal Act of 1907, a statutory right to be treated as a "prisoner awaiting trial" while his appeal is pending, so that the prison authorities have no power to treat him otherwise and have been exceeding their powers in doing so.

Monthly Tenancies and Notice to Quit.

WE NOTICED recently (*ante*, p. 315) the decision of the Divisional Court (LUSH and SALTER, JJ.) in *Queens' Club Gardens Estates, Ltd.* v. *Bignell*, 1923, 1 K.B. 117, that a weekly tenancy is determinable by a week's notice expiring at the end of a week of the tenancy, and this is the well-known rule applying to periodical tenancies generally, so that a monthly tenancy is determinable by a month's notice expiring at the end of a month of the tenancy; though, as regards yearly tenancies, there is the special rule that half a year's notice is sufficient, expiring, of course, at the end of a year of the tenancy. All this is sufficiently clear, though the Divisional Court in the *Queen's Club Gardens Case* had to overrule the erroneous decision in *Simmons* v. *Crossley*, 1922, 2 K.B. 95, a case of a monthly tenancy. But the question has again been raised, this time before a Divisional Court consisting of BAILHACHE and SANKEY, JJ., in *Precious* v. *Reedie*, *Times*, 15th inst., and an attempt has been made to show there is no fixed rule and that it is sufficient if the notice is reasonable. This, of course, would be to throw the law into confusion and to make it impracticable to decide the sufficiency of a notice without going to the court. Fortunately, the court agreed that the *Queen's Club Gardens Case* had stated the rule correctly, and we hope it may be regarded as now definitely established. In practice, we imagine, it has never been in doubt.

The late Mr. W. J. Humfrys.

WE noticed briefly last week the death of Mr. W. J. HUMFRYS of Hereford. Closely connected with that town all his life—indeed he lived for all his eighty-two years, and died, in the house in Hereford where he was born—he attained wide recognition in the profession, and in addition to being three times President of the Herefordshire Law Society, he was Vice-President of the Law Society in 1911, and became President in the following year.

Mr. HUMFRYS' father, who was a solicitor, went to Hereford a hundred years ago, and after being educated privately, Mr. HUMFRYS was admitted as a solicitor at the age of twenty-one, becoming a partner with his father and succeeding him in 1871. During his long career as a country solicitor, he acquired special reputation in conveyancing, and it was as a conveyancer that he was best known in the profession. In 1906 he was joined in partnership by Mr. J. R. SYMONDS and Col. R. H. SYMONDS-TAYLER, and the firm became Messrs. HUMFRYS & SYMONDS, the name which it has since borne. On the conclusion of his term of office as President of the Law Society, his services locally and to the profession at large were recognized by the presentation to him by the Hereford Law Society and others of his portrait painted by Mrs. LOUISE JOPLING, R.B.A. At the same time Mr. HUMFRYS presented the Society with a gold badge to be worn by the President.

Keenly interested in literature as well as in his profession, Mr. HUMFRYS found time also to take an active part in local affairs. He was for thirteen years a member of the Hereford Town Council, and was twice Mayor, in 1894-5 and 1899 to 1900. He believed in carrying out strictly the obligations of public office, and his high character and intellectual endowments made him an independent and influential guide in all matters where his advice was required. He had pre-eminently the quality of detachment, and politically and municipally he kept himself free from party ties. For a very long period he was a magistrate, holding a pre-eminent place on the City Bench. Endowed with a judicial mind, and possessing a vast experience in legal technicalities, he was always in demand when important cases were down for hearing. He could handle an abstruse point of law with the ability of a High Court Judge, but this never prevented his taking a broad and merciful view of ordinary delinquency.

He was equally active in other local matters. For forty-five years he was a member of the Hereford Municipal Charity Trustees, and was Chairman of that body from 1912 till his death, and he was deeply interested in education, being closely associated with the Scudamore Schools as a Trustee of Lord Scudamore's Charities. His interest in the welfare of the rising generation was, however, by no means confined to school life. The Y.M.C.A. benefited to an enormous extent by his benevolence and moral support, which was acknowledged by his election to the Presidency even as lately as last year. Another example of his generosity towards movements having for their object the moral elevation of the people was the public spirit which he displayed three years ago in helping to raise the county's quota of £200 towards the Scouts' Central Fund. He was among

those who hold that the Boy Scout movement is one of the most successful of all the efforts that have been made to train and educate the lads who will in the next generation determine very largely the destinies of the Empire.

He found another sphere of usefulness in hospital matters. Always a generous supporter, he eventually became a member of the Board of Management and Life Governor of the Herefordshire General Hospital and also Hon. Legal Adviser. In the latter capacity his services to the institution are beyond estimation. His attendance at the board meetings was a model of regularity, even when enfeebled by age, while his advice on all matters of finance was invaluable. Music and photography, as well as all healthy forms of recreative amusements, came within the range of his sympathies.

In 1906 Mr. HUMFRYS married Miss EDITH OKE SYMONDS, who survives him, but he had no children. This record of his activities, for which we are mainly indebted to the *Hereford Times*, bears witness to the usefulness and wide interest which characterised his long life, and he furnishes another example—and there have been and are many—of the position of influence and respect which country solicitors enjoy.

Nuisance by Sufferance of Trespass.

A POINT in the law of Torts, which long has been an occasion of much perplexity to those of our jurists who have considered it, is the question how far an occupier of premises is liable to third parties for nuisances occurring on his land, but not caused by himself or any servant or agent of his. The orthodox statement of the rule as it stands at present may be taken in these words from the fifth edition of Salmond's Law of Torts: "When a nuisance has been created by the act of a trespasser, or otherwise, without the act, authority, or permission of the occupier, the occupier is not responsible for that nuisance unless, with knowledge or means of knowledge of its existence, he suffers it to continue without taking reasonably prompt and efficient means for its abatement": *ibid.*, p. 260. The same principle has been expressed, though in somewhat different words, by Lord Justice FARWELL: "A landowner is not liable for a nuisance caused, not by his own action, but by something done by another person against his will, subject to the qualification that he may become liable if he permits it to continue and fails to abate it within a reasonable time after it has come, or ought to have come, to his knowledge": *Barker* v. *Herbert*, 1911, 2 K.B. 633, at p. 645. The ground of liability is usually based on the fact that he who knowingly suffers a nuisance to continue becomes liable for it: *Attorney-General* v. *Tod Heatley*, 1897, 1 Ch. 560; but this case has just been doubted, or at any rate distinguished, by the Court of Appeal in *Job Edwards, Ltd.* v. *Birmingham Navigations*, *ante*, p. 501; 1924, 1 K.B. 341, on the ground that it only applies where there is a public nuisance.

The difficulty arises chiefly from the vagueness of the principle on which the liability is supposed to rest. Where A occupies Blackacre and B, a trespasser, commits a nuisance on Blackacre which injures C, where is the privity of tort between A and C? Four possible grounds may be suggested: First, B's trespass may be acquiesced in by A, after knowledge of its nature and effects, in such a way as to amount to a ratification of B's act; in this case B becomes A's agent in committing the nuisance, and A is liable to C by the doctrine of *respondeat superior*. Suppose a gipsy lights a fire on A's land, and the latter, on discovery, and on learning that the fire is dangerous to his neighbour, C's, hayricks, takes no steps to have it put out, this seems *primâ facie* some evidence of ratification—especially if C be an enemy of A and the latter is known to have no great objection to the burning down of that enemy's ricks. But ratification by mere acquiescence or sufferance, after knowledge, seems a dangerous doctrine to affirm; for the sufferance may be due to mere poverty or timidity or indolence or pressure of business, and may be no proof of acquiescence at all.

Secondly, it is arguable that sufferance of a nuisance committed by a trespass against one's will is a breach of the positive duty imposed by law on every landowner of *Sic utere tuo ut non alienum laedas*. This may mean not merely that one must not actually use one's property in such a way as to injure another, but also that one must not passively suffer it to be used in such a way. Such a ground of liability, however, seems opposed to the well-accepted rule that the keeper of a dangerous thing, who must keep it at his peril, is not liable for injuries caused by that dangerous thing if due either to (1) the act of God, or (2) the act of a third party tortiously interfering with the dangerous thing, or (3) the contributory negligence of an injured party: *Rylands* v. *Fletcher*, 1868, L.R. 3 H.L. 330. The principle which governs these three well-established exceptions appears to apply also to the sufferance of a nuisance when caused by a third party's criminal or tortious interference.

Thirdly, it may be suggested that a person on whose land there exists to his knowledge a source of danger to his neighbours, howsoever it may have arisen, must take reasonable steps to prevent it from injuring them, even when it is due to a third party's act for which he is not responsible. In other words, although not liable to keep the dangerous thing *at his peril* when he has not himself brought it on his land, yet he may have cast upon him the lesser duty of taking reasonable care to prevent its escape; in other words, he may be liable in *negligence* not *nuisance*. But tortious liability for negligence always implies (1) the existence of a duty, (2) privity of obligation towards the person injured by non-performance of that duty: *Saxby* v. *Manchester, Sheffield and Lincolnshire Railway Co.*, 1869, L.R.4 C.P. 198. And here it is not easy to see that such a duty towards a mere neighbour is imposed by law on the landowner.

Lastly, it is arguable that a person who has to his knowledge a nuisance on his premises is bound in law to abate it for the protection of his neighbours: *Barker* v. *Herbert*, *supra*. In such a case he must take steps to abate the nuisance within reasonable time after its discovery. If he does not do so he is guilty of breach of a public obligation intended for the protection of the public-at-large. Consequently, any member of the public who suffers special damage from the non-performance of this duty to abate all nuisances on one's land, within a reasonable time after discovery of their existence, is entitled to recover this special damage from the owner. Such was the rule suggested by Lord Justice FARWELL in *Barker* v. *Herbert*, *supra*, and apparently supported by *Attorney-General* v. *Tod Heatley*, *supra*. But such a principle seems too wide. A public obligation, owed in respect of one's land to the public-at-large, is such that breach of it amounts to a public nuisance. Where the nuisance is merely a private nuisance, *i.e.*, a disturbance of one's neighbours in the enjoyment of their rights of property, but not an obstruction of the public in their enjoyment of a public right, such as the user of a highway, there is no public obligation imposed by law on the owner of property which he has been guilty of breaking. It would seem, then, that such a non-abatement of a private nuisance, as distinct from a public nuisance, cannot be actionable in accordance with the rule that breach of a public duty causing special damage to an individual is actionable in *case*. And, in fact, all the cases in which non-abatement has been the subject of a successful suit in such a set of circumstances are cases where there was a public nuisance.

Now in *Job Edwards* v. *Birmingham Navigations*, *supra*, the facts were very peculiar. A canal company owned a canal bank and some adjacent land. Adjoining this was a piece of land belonging to certain mineowners, who had left it unused and unoccupied. A trespasser squatted on it, or rather purported to possess a title to it, to this extent: he leased to other persons for payment the right to discharge refuse on (1) the canal company's land, and (2) the mineowners' land. The refuse was carried over the canal company's embankment, and they charged a wayleave rent to the carriers of it. Early in 1920 the refuse on the mineowners' land was found to be on fire. It was feared that the fire might extend and injure the canal. The fire was

extinguished by the canal company, with the consent of the mine-owners, and without prejudice to their respective legal liabilities. An action was then brought to determine whether the mine-owners were under any liability to the canal company to abate, in the common interest of both, the nuisance of fire thus kindled by a trespassing squatter on the mineowners' land. Mr. Justice BAILHACHE and the Court of Appeal, in which, however, Lord Justice SCRUTTON dissented, refused to hold that in such circumstances as these a landowner who has practically abandoned occupation of his land is under any obligation to abate fires upon it.

It is perhaps desirable to point out that under the Fires Prevention (Metropolis) Act, 1774, a statute of general operation notwithstanding its localized title, an occupier of premises is not liable for the result of "accidental" fires which spread from his premises, in the absence of negligence on his part, but he is liable if he neglects to take reasonable precautions to extinguish an obviously dangerous fire once it is discovered, for such a continuing fire ceases to be "accidental": *Musgrove* v. *Pendelis*, 1919, 2 K.B. 43. The tests of "accidental," however, are not clearly indicated in any of the authorities.

Reviews.

Workmen's Compensation.

THE WORKMEN'S COMPENSATION ACTS, 1906 TO 1923. With Notes, Rules, Orders and Regulations. By W. ADDINGTON WILLIS, LL.B., Barrister-at-Law. Being the 22nd Edition of "Willis's Workmen's Compensation Acts." Butterworth and Co.; Shaw & Sons, Ltd. 15s. net.

First issued in 1897, the steady succession of editions of this work shows that it has proved of great utility to practitioners, and this is fully accounted for by the clearness of its exposition, the fullness of its reference to the decided cases, and its convenient printing and arrangement. The leading feature of the present edition is the incorporation of the Workmen's Compensation Act, 1923, and this has been effected by printing the new provisions in close proximity to the sections they affect; and by the use of italics and of pronounced marginal lines, the reader can see at once what parts of the Act of 1906 have been repealed, and which are the new provisions. The great mass of decisions are, of course, on the words "accident arising out of and in the course of the employment," and these are admirably classified and arranged.

Banking Law.

BANKING LAW WITH FORMS. By WILLIAM WALLACE, Advocate, late Sheriff-Substitute of Argyll, and ALLAN M'NEIL, S.S.C., Edinburgh. Fifth edition. Revised and enlarged by ALLAN M'NEIL. Edinburgh. W. Green & Son, Ltd. 20s. net.

The author, at the commencement of the preface, records with regret the death of his colleague, Sheriff Wallace, at Oban, on 11th July, 1922. He has had, therefore, sole charge of the present edition. The importance of banks in business is continually increasing, and a corresponding increase seems to be taking place in the questions arising for decision in the Courts. Sometimes these involve the re-consideration of ever-recurring incidents, such as carelessness in the drawing of cheques. A well-known instance is the rehabilitation of *Young* v. *Grote*, 4 Bing. 253, after a century of criticism, by the decision of the House of Lords in *London Joint Stock Bank* v. *Macmillan*, noted here at p. 14; and as a caution to banks which undertake the management of businesses for customers, Mr. M'Neil states, at p. 21, the two cases of *Banbury* v. *Bank of Montreal*, 1918, A.C. 626, and *Wilson* v. *United Counties Bank*, 1920, A.C., 102, in one of which the bank escaped, but in the other suffered for the negligence of its agent. Mr. M'Neil observes: "In view of the extended powers now taken by Scottish banks in their Charters of Incorporation, difficult legal questions will arise as to the liability of banks for the acts of their agents outwith the limits of banking as formerly understood."

The book is written and the law stated primarily from a Scottish point of view, but in substance the law is the same as in England, and the work is a valuable addition to the technical legal literature of banking law. We notice at p. 186 a useful statement of the effect of adding to a cheque the words "not negotiable," or "Account Payee." The former it is said, impose on the banker no liability other than that attaching to crossed cheques generally. The latter make it incumbent upon him to obtain a satisfactory explanation if the cheque is paid to any other account. In *Ross* v. *London County, &c. Bank*, 1919, 1 K.B., 678, which is cited, out of a number of cheques, one was crossed "Account Payee," and seven, "not negotiable." In addition there were special reasons for suspicion, since they were cheques payable to a public official, and were paid into another person's private account.

Books of the Week.

Lunacy.—The Law relating to Lunacy. By Sir HENRY STUDDY THEOBALD, K.C., M.A., lately a Master in Lunacy. Stevens & Sons, Ltd. £2 10s. net.

Conspiracy.—Conspiracy as a Crime and as a Tort in English Law. By DAVID HARRISON, LL.D. (A Thesis approved for the Degree of Doctor of Laws in the University of London.) Sweet & Maxwell, Ltd. £1 net.

Digest.—Butterworth's Yearly Digest of Reported Cases for the Year 1923. Edited by W. S. GODDARD, M.A., Barrister-at-Law. Butterworth & Co. 21s. net.

International Law.—The International Law Association. Report of the Thirty-second Conference, held at the Old Hall, Lincoln's Inn, London, 4th October, 1923. Sweet & Maxwell, Ltd. To Non-members, 12s. 6d. net.

CASES OF THE WEEK.

House of Lords.

DUFF DEVELOPMENT CO. *v.* GOVERNMENT OF KELANTAN.
10th April.

SOVEREIGNTY—INDEPENDENT SOVEREIGN STATE—IMMUNITY FROM LEGAL PROCESS—SUBMISSION TO JURISDICTION—WAIVER—ARBITRATION—EXECUTION—COSTS.

A submission by an independent sovereign to the jurisdiction of the court must take place when the jurisdiction arises and not earlier. If therefore a sovereign, having agreed to submit to the jurisdiction, refuses to do so when the question arises, he does not give jurisdiction to the court.

Mighell *v.* Sultan of Johore, 1894, 1 Q.B. 149.

This appeal raised two questions: (1) whether the Sultan of Kelantan was an independent sovereign, and (2) whether he had waived his sovereignty so as to render him liable to have execution levied against him for the costs of an award in arbitration proceedings to which he was a party. In July, 1912, the respondents entered into an agreement whereby they granted to the company certain rights and which contained an arbitration clause. Disputes arose as to it and were referred to an arbitrator, who made an award in favour of the company, with costs. The company took proceedings to enforce the award, but an order was made by Master Jelf staying all proceedings in the matter on the ground that the Sultan of Kelantan was an independent sovereign and that the court had no jurisdiction. An appeal against the order of Master Jelf was allowed by Roche, J., but on appeal to the Court of Appeal that court reversed the decision of Roche, J., and restored the order of Master Jelf. The company now appealed.

Lord CAVE said that two points were argued on behalf of the appellant company. First, it was argued that the Government of Kelantan was not an independent sovereign state so as to be entitled by international law to the immunity against legal process which was defined in *Le Parlement Belge*, 5 P.D. 197. It had for some time been the practice of the English courts when such a question was raised to take judicial notice of the sovereignty of a state, and for that purpose, in case of doubt, to seek information from a Secretary of State, and when information was so obtained the court did not permit it to be questioned by the parties. In the present case the reply of the Secretary of State showed clearly that notwithstanding the engagements entered into by the Sultan of Kelantan with the British Government, that Government continued to recognize the Sultan as a sovereign and independent ruler, and that His Majesty did not exercise or claim any rights of sovereignty or jurisdiction over that country. If after this definite statement a different view were taken by a British court, an undesirable conflict might arise, and in his opinion it was the duty of the court to accept the statement of the Secretary of State thus clearly and positively made as conclusive on the point. But it was argued on behalf of the appellant company that, assuming the Sultan to be a

sovereign ruler, he had waived his sovereignty and submitted to the jurisdiction of the High Court, and that in two ways, namely, first, by assenting to the arbitration clause in the agreement of 1912, and secondly, by applying to the court to set aside the award of the arbitrator. Did the respondent, by agreeing to the arbitration clause, submit to the jurisdiction so far as regards the application to the court to enforce the award? The arbitration clause provided that "this shall be deemed a submission to arbitration within the Arbitration Act 1889 or any statutory modification or re-enactment thereof for the time being in force the provisions whereof shall apply so far as applicable." He thought the effect of that provision was to incorporate in the deed the relevant provisions of the Arbitration Act, including the power given by the Act to either party, on having an award made in his favour, to make an application to the court under s. 12 of the Act for leave to enforce the award, and the words "so far as applicable" did not appear to him to qualify that right. If so, then the Sultan had, in effect, agreed to submit to the jurisdiction so far as to entitle the appellants to apply to the court for leave to enforce an award against him, and on leave being given to enforce it by the usual modes of execution, but the question remained whether this agreement to submit was equivalent to an actual submission. On full consideration, he was not satisfied that it was. He did not forget the cases in which it had been held that a person not otherwise liable to the jurisdiction might make it a term of a contract that any question arising under it should be decided by the court, or those cases in which it had been held that a person outside the jurisdiction might agree that service of process upon a person within the jurisdiction should be good service upon himself. But in the case of a foreign sovereign something more than that was required. It was held in *Mighell* v. *Sultan of Johore*, 1894, 1 Q.B. 149, that a submission by such a sovereign to be effective must take place when the jurisdiction was invoked, and not earlier, and that if a question of jurisdiction was raised by him, there could be no enquiry by the court into his conduct prior to that date. If, therefore, a sovereign, having agreed to submit to jurisdiction, refused to do so when the question arose, he did not thereby give actual jurisdiction to the court. There remained the question whether the Sultan, by applying to set aside the award, impliedly submitted to the application to enforce it. In his opinion he did not. By his application under s. 11 he endeavoured to get rid of the award and left it to the court to decide his rights in this respect, but the application for leave to enforce the award was a new proceeding, and though connected with the earlier application, was distinct from it. In his opinion, therefore, this argument also failed. For these reasons he was of opinion that the appeal failed, and should, as against the respondent Government, be dismissed with costs, such costs to be set off against any sum owing by respondent Government to the appellants.

Lord FINLAY, Lord DUNEDIN and Lord SUMNER gave judgment to the same effect, and Lord CARSON differed on the question of waiver.—COUNSEL: *Maugham*, K.C., and *Hon. Stafford Cripps*; *Upjohn*, K.C., and *Vernon*. SOLICITORS: *Drake, Son & Parton*; *Burchells*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Court of Appeal.

BRITISH THOMSON-HOUSTON CO. *v.* **BRITISH INSULATED AND HELSBY CABLES.** No. 1. 3rd, 7th April.

EVIDENCE—ADMISSION—ORAL EVIDENCE IN FORMER SUIT AGAINST OTHER PARTIES—WHETHER ADMISSIBLE EVIDENCE IN PRESENT ACTION AS ADMISSION—APPEAL TO HOUSE OF LORDS—STATEMENTS IN CASE LODGED NOT BINDING AS ADMISSIONS.

A litigant is not prevented from maintaining a contention by the fact that, in a former suit, witnesses called upon his behalf have maintained the opposite view, nor are the statements made by those witnesses statements for which he is responsible, so as to be admissible evidence against him in the subsequent proceedings. Even the fact that the case lodged upon appeal to the House of Lords in the former suit contained those statements does not make them admissible evidence in the subsequent proceedings, for the case was in the nature of a plea, and the statements it contained were not absolute admissions, binding upon the appellant in any subsequent action.

Per Sir Ernest Pollock, M.R., and Atkin, L.J., Sargant, L.J., *dissenting*.

Decision of Russell, J., *ante*, p. 252; [1924] 1 Ch. 203, *affirmed*.

The plaintiffs brought this action against the defendants for infringement of one of their patents. The facts were not of general interest, but the plaintiffs, as an essential part of their claim, contended that by following a certain process in connection with one of their patents a drawn wire tungsten filament could not be obtained. The defendants raised the point that in an action by the plaintiffs in 1916 against *Duram Limited*, the plaintiffs had asserted the contrary view, namely, that by that process the filament could be obtained, and that the plaintiffs in the 1916 action had called three expert witnesses who had given evidence to that effect. None of those three witnesses were called in the present action. The defendants contended that, even if the plaintiffs were not estopped from maintaining their present contention, they, the defendants, were entitled to read the evidence of the plaintiffs' witnesses in the *Duram Case*, in the light of these being admissions by the plaintiffs that such evidence was true; and that they were also entitled to read, as evidence against the plaintiffs, the case lodged by the plaintiffs when the *Duram Case* went to the House of Lords, which contained the same evidence. Russell, J., refused to allow the evidence of the three witnesses in the *Duram Case* to be read, and held that the case lodged upon appeal to the House of Lords was in the nature of a plea, and the statements contained in it were not to be regarded as admissions, and that it was, therefore, also inadmissible as evidence. The defendants, in an appeal in the action, raised the same contention, and appealed against the decision of Russell, J. The court, dealing with this point separately, dismissed the appeal; Sargant, L.J., dissenting.

Sir ERNEST POLLOCK, M.R., said it was not suggested that every word stated by the witnesses should be admitted as evidence, but only their testimony so far as it recorded questions of fact. It was said that those statements of fact were put forward by the plaintiffs, and were adopted by them so as to make the evidence given their own—as if the statements were admissions of the plaintiffs themselves. As regards the point that those statements had been embodied in the case taken to the House of Lords, unless the evidence were admissible *per se* before the court of first instance, there seemed no additional ground for admissibility by reason of subsequent appeals. An appeal was prosecuted upon the materials which were before the court of first instance. It was not right to treat evidence as being stamped in the appellate court with any fresh mark of adoption, so that it must necessarily be treated as part of admissions made by the appellant. He (the Master of the Rolls) agreed upon that point with Russell, J., who had based his decision upon the ground that the case lodged in the House of Lords by the appellant was to be treated as governed by the rule which governed pleadings; namely, that statements of a party in a declaration or plea ought not to be treated as a confession of the truth of the facts stated in them. As regards the main ground of the appellants' contention, there was authority for the proposition that affidavits or documents which a party had knowingly used as true in a judicial proceeding for the purpose of proving a particular fact were evidence against him in subsequent proceedings to prove the same fact: see *Boileau* v. *Ruthin*, 2 Ex. 665, and *Brickhill* v. *Hulse*, 7 A. & E. 454, for an affidavit, and *Gardner* v. *Moult*, 10 A. & E. 464, for a deposition. Those were cases in which the party advancing the document knew of its contents beforehand, and deliberately elected to put it forward in support of his case: see *Richards* v. *Morgan*, 12 W.R. 162; 33 L.J. Q.B. 114. That principle was applied in *Evans* v. *Merthyr Tydfil U.C.*, 1899, 1 Ch. 241, where a deposition was held inadmissible, because the proof that it had actually been used and relied upon by the party against whom it was desired to use it failed. Those cases did not, however, apply to the present appeal. In *Brickhill* v. *Hulse*, *supra*, *Gardner* v. *Moult*, *supra*, and *Boileau* v. *Ruthin*, it was stated expressly that a party in a cause was not bound by all that his witnesses said at *nisi prius*. It had been said that the decision of the majority of the judges in *Richards* v. *Morgan*, *supra*, had carried the principle further, and authorised the admission of the evidence tendered in the present case. But *Richards* v. *Morgan* was not binding upon the present Court, and he (the Master of the Rolls) preferred to adhere to the rule, as stated in the other authorities, that *viva voce* evidence, called at *nisi prius*, could not be taken as implied admissions. The application must therefore be refused.

ATKIN, L.J., delivered judgment to the same effect.

SARGANT, L.J., dissenting, reviewed the authorities, and said that, in his view, the decision in *Richards* v. *Morgan*, *supra*, which had been approved in *Evans* v. *Merthyr Tydfil U.D.C.*, *supra*, authorised the admission of written evidence put forward in previous proceedings, and verbal evidence ought to be accepted or rejected upon the same principles, so far, at any rate, as it had been brought forward by a party for the purpose of proving specific facts. He could see no reason or logic in a system of evidence which, while treating as evidence against a party a statement made less solemnly and deliberately by himself, should exclude and ignore a far more solemn and deliberate assertion which he had caused to be made through the sworn testimony of others. He did not, however, think that the case for the admission of the evidence was altered or strengthened by the printing of the evidence for use in the Court of

Appeal, or by its inclusion in the case lodged in the House of Lords—COUNSEL: *Sir Duncan Kerly*, K.C., *Courtney Terrell*, *R. Stafford Cripps* and *D. H. Corsellis* for the appellants; *Sir Arthur Colefax*, K.C., *J. Hunter Gray*, K.C., *Whitehead*, K.C., and *Trevor Watson* for the respondents. SOLICITORS: *H. C. Morris, Woolsey, Morris & Kennedy*; *Bristows, Cooke and Carpmael.*

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

SMITH *v.* **GRIGG, LIMITED.** No. 2. 11th January.

PATENTS AND DESIGNS—REGISTERED DESIGN—PRACTICE—INFRINGEMENT—INTERLOCUTORY INJUNCTION—REGISTRATION OF RECENT DATE—GENUINE DISPUTE AS TO VALIDITY—INJUNCTION DISCHARGED.

Where a design has been recently registered, but has not been established by a decision of the court, and there is a genuine dispute in reference to its validity, an interlocutory injunction to restrain its infringement will not be granted, in the absence of special circumstances.

The practice in respect of interlocutory injunctions in cases of patents of recent origin followed in the case of a registered design.

Appeal from Judge at Chambers. The plaintiff was the registered proprietor of a registered design for the manufacture of roll top desks and he brought an action, claiming to recover from the defendants damages for breach of contract, and for the infringement of his registered design and an injunction to restrain the alleged infringement. It appeared from an affidavit sworn by the plaintiff, that in October, 1922, he showed, in confidence, to the defendants a sketch of the design and invited them to manufacture for him a sample roll top desk in accordance with the design, undertaking that, if the sample proved to be satisfactory, he would give them an order for 500 roll top desks to be made in oak. The affidavit stated that he then informed the defendants that he intended to register the design. The defendants made the sample, and the sample was accepted by the plaintiff, who, in February, 1923, gave the defendants a written order for 500 roll top desks in solid oak. The defendants accepted the order, and made and delivered to the plaintiff twenty roll top desks which were inferior to those contracted for, and the plaintiff refused to accept them. The defendants thereupon sold and advertised for sale in this country roll top desks which, the plaintiff alleged, infringed his registered design. The plaintiff took out a summons for an injunction to restrain the defendants from applying the plaintiff's design to any desks or from selling or advertising for sale any desks which were imitations of the said design until after the trial of the action. Roche, J., in chambers, made the order as asked, and the defendants appealed to the Court of Appeal.

SCRUTTON, L.J.: The plaintiff brought an action claiming damages for breach of contract and also a declaration that the defendants have infringed his registered design, an injunction to restrain them from infringing his registered design, and damages for the infringement of his registered design. Thereupon the plaintiff took out a summons for an interlocutory injunction to restrain the infringement of the design, and I think it quite clear from the summons and the order that the relief he was asking for, and the relief which was granted to him by the learned judge, was limited to the infringement of the registered design. I find no trace in either the summons or the order of an application for an injunction to restrain a breach of contract or a breach of confidence in connection with the contract. From the authorities which have been cited to us, and from my own personal inquiries from sources competent to give me information, there is in patent cases a well recognised rule of practice in the courts which deals with patent cases as to interlocutory injunctions, and it is this: That where the patent which you are seeking to enforce is a recent patent an interlocutory injunction is not granted where there is a genuine case to be decided. Parker, J., put it very shortly in *Traudner* v. *Patmore*, 1911, R.P.C. 60, at p. 63. "I cannot grant an interim injunction. It is very unusual if the patent has not been established." It is put at greater length by this court in the case of *Jackson* v. *Needle*, 1884, 1 R.P.C. 174, which was decided just after the Act of 1883, where both Baggallay, L.J., and Cotton, L.J., (at pp. 176, 177) state that where it is a new patent, or a recent patent, the court is not in the habit of granting these injunctions until the title has been established. I take the principle that underlies that to be this: That the court leans against monopolies. Where you find a respectable and old-established monopoly which has been in existence for years and not challenged, there is no reason for the court to lean too hardly against it; but when you find a recent monopoly which there has not been yet time to challenge sought to be enforced, the court is inclined to take the view as a general rule, unless there are special circumstances to overcome it, that the title to the monopoly must be established before it interferes by interlocutory injunction. It is not a universal rule; there may easily be facts which will lead the court in a particular case to depart from it, but as a general rule that is the practice of the court. In the present case undoubtedly the design is a recent one, the monopoly of which is sought to be established. There is no case, as far as I know, which expressly states that the principle which applies to monopolies in patents also applies to monopolies in designs, but once one sees the reason on which the rule as to patents is based, it appears equally to apply to the comparatively minor monopoly in designs. This design was registered in March, 1923. It is a design for the manufacture in wood of a roll top desk. Roll top desks were known long before March, 1923. This roll top desk has flaps upon each side. Flaps on each side were known long before March, 1923, and upon a review it is obvious that there may be a very serious question whether this design is original or not; I am not deciding that for the moment; I have not the materials to decide it; all I can say is that from one's ordinary knowledge, obviously, there may be such a question for trial. There is also a question whether what the plaintiff is trying to protect is a design, or whether it is a method of construction which is the proper subject matter of a patent and not a design. Again that question I am not deciding; I have not the materials for deciding it; obviously there is a serious question which may arise on the subject. It has been argued that under the special provisions of the Patents and Designs Acts, once you have a registered design it cannot be disputed until the register has been rectified in the manner provided by the Act, and it stands and cannot be disputed until rectification has taken place. Again that raises a serious question which will have to be considered on the working of this Act and the Copyright Acts, all of which contain provisions in various words more or less to the same effect, but possibly having different effects in the different Acts, and the result is that unless there are some special circumstances which should lead one to depart from the general rule, the injunction should not be granted. Here there is a plaintiff endeavouring to enforce a recent design, and a serious dispute as to whether that design is the proper subject of a monopoly. I am of the opinion that there is not sufficient to take this case out of the ordinary rule that the court should not interfere by interlocutory injunction in a case where a recent patent is endeavoured to be enforced, and there is substantial doubt as to its validity. The proper way to deal with the costs of this appeal and the costs below is to make them costs in the issue as to registered design. If the plaintiff succeeds in enforcing his registered design he will get these costs; if he fails he will have to pay them.

ATKIN, L.J., agreed, and the appeal was allowed. COUNSEL: *W. Trevor Watson*; *R. F. Levy*. SOLICITORS: *Herbert Z. Deane*; *Lewis & Payne.*

[Reported by T. W. MORGAN, Barrister-at-Law.]

High Court—Chancery Division.

In re **HAWKINS: WATTS** *v.* **NASH and Others.**

P. O. Lawrence, J. 27th March.

Donatio mortis causa—BANK NOTES—RE-DELIVERY FOR SAFE CUSTODY—EFFECT OF ON *donatio.*

Where certain notes were delivered by a dying man to his niece and, with his consent, placed in the dying man's deed box for safe custody, the effect of such action was held not to destroy the efficacy of the previous delivery by restoring to the donor the possession of the notes, and therefore a valid donatio mortis causa *had been effectuated.*

The dictum of Sargant, J., in In re Wasserberg, 1915, 1 Ch. 202, *applied.*

Bunn *v.* Markham, 7 Taunt. 224, *distinguished.*

This was a summons by the executor of the will of F. C. Hawkins asking (*inter alia*) a question as to the validity of certain *donationes mortis causa* of bank notes to his niece, M. L. Nash, and her husband, J. M. Nash, who had lived with and attended to the testator for many years before his death. The facts were as follows: Six days before the testator made his will and nine days before his death he drew a cheque and received bank notes for it at his own request, which were handed to him by Mr. Nash in the presence of Mrs. Nash. The testator asked for envelopes and wrote upon them the name of his nephew and niece and his own name and the words "not to be opened till after my death." He showed what he had written to them and sent them out of the room, and, after calling them back, the niece at his dictation wrote upon a third envelope: "In case of my uncle F. C. Hawkins' death this envelope is to be opened by his niece M. L. Nash in the presence of my great friend J. M. Nash." He then placed that envelope inside a larger one and almost the same words were written upon it, and the testator

added in his own handwriting the words: "Just a present to two friends and relatives. I have lived and enjoyed their life for many years. God bless them. F. C. Hawkins." The large envelope was then stuck down by the testator and handed to the niece by him, with the words, "There you are Maggie. I am glad this is done, so if I don't get over this illness I know that you both will never want." The niece then asked the testator if she should put the envelope in the deed box for safety against fire and he assented, and it was done, and it was found there by the testator's executors on his death. By his will the testator, after certain bequests to Mrs. Nash, bequeathed his residue of about £7,000, exclusive of the notes, to twelve nieces including Mrs. Nash. The Nashes contended that there was a complete delivery. The nieces contended that the possession must continue up to the death, and that there was no such continuing possession, so the *donatio* failed.

P. O. LAWRENCE, J., after stating the facts, said: In my judgment there has been such a delivery of the notes as is sufficient to effectuate a valid *donatio mortis causa* in favour of each donee. The only difficulty lies in the question whether the placing of the notes in the deed box of the testator for safe custody destroys the effect of the previous delivery by restoring to the donor the possession of the notes. No case has been cited which actually covers this point. There is, however, the dictum of Sargant, J., in *In re Wasserberg, ubi supra*, at p. 202. Against that view Mr. Tanner has cited the judgment of Gibb, C.J., in *Bunn* v. *Markham, supra*. But the term "possession" is there used in the sense of possession coupled with dominion. In the present case the previous effectual delivery was unaffected by the subsequent part of the transaction, namely, the placing in the envelope with the donor's assent in the deed box by the donees for safe custody. The testator therefore was, until his death, merely the custodian of the notes for the donees. There is nothing in *Bunn* v. *Markham, supra*, at all inconsistent with the proposition that when once the gifts (*mortis causa*) were complete, the subsequent agreement by the donor to take back the notes for safe custody did not affect the prior gifts. There will be a declaration that there was a valid *donatio mortis causa* in each case.—COUNSEL: *A. C. Nesbitt; Cruickshank; J. J. Joseph; Joseph Tanner; F. L. C. Hudson; Cecil Ince.* SOLICITORS: *Neve, Beck, Son & Co.*, for *Thompson, Jevons & Hillman*, Tonbridge; *Mowll & Mowll; W. A. Fairbrother; Woodcock, Ryland & Parker; James & Charles Dodd.*

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

EVERETT *v.* **GRIFFITHS.** McCardie, J. 13th March.

LOCAL GOVERNMENT—MILK SUPPLY—CONTRACT WITH COMPANY—CHAIRMAN OF GUARDIANS ALSO SHAREHOLDER AND EMPLOYEE IN COMPANY—WHETHER ENTITLED TO VOTE ON GIVING OF CONTRACT TO COMPANY—PROCEDURE—*Quo Warranto*—LOCAL GOVERNMENT ACT, 1894 (56 & 57 Vict. c. 73), s. 46.

The chairman of a board of guardians presided at certain meetings which, after consideration of tenders for a supply of milk, resulted in a contract being given to a company in which he was employed and in which he was a shareholder. A resident in the parish, who was not a ratepayer, commenced an action for a declaration that the chairman was disqualified under s. 46 of the Local Government Act, 1894, owing to his having voted at the meeting in connection with the contract, and for an injunction to restrain him from sitting as a member of the board, and for penalties.

Held (1) *that the defendant was not "concerned" in the contract within the meaning of s. 46;* (2) *that he voted at the meetings; and* (3) *that the action would not lie and must be dismissed.*

Quære, *whether, if* quo warranto *proceedings had been instituted, the plaintiff would have been a proper relator.*

The defendant had since 1913 been a member of the Islington Board of Guardians, and had been chairman since 1922. Since 1921, contracts had been entered into between the guardians and the Farmers and Cleveland Dairies Company, Limited, for the supply of milk. The defendant was and had been for some years in the employment of that company, and he was also a shareholder to the extent of one £1 share. He was chairman of the board at certain meetings in the autumn of 1922, as a result of which a tender by the company for the supply of milk during a certain period was approved. The plaintiff, who lived in the Parish of Islington, but was not a ratepayer, commenced this action for a declaration that the defendant was disqualified from acting as a member of the board of guardians for the Parish of St. Mary, Islington. He also sought an injunction restraining the defendant from sitting as a member of the board and for penalties. The ground of the action was that the defendant was disqualified from sitting on the board because he voted in connection with the giving of the contract, although he was a shareholder in the company. By s. 46 of the Local Government Act, 1894, it is provided: "(1) A person shall be disqualified for being elected or being a member or chairman of a council of a parish or of a district other than a borough or of a board of guardians if he . . . (*c*) is concerned in any bargain or contract entered into with the council or board, or participates in the profit of any such bargain or contract or of any work done under the authority of the council or board. (2) Provided that a person shall not be disqualified for being elected or being a member or chairman of any such council or board by reason of being interested . . . (*c*) in any contract with the council or board as a shareholder in any joint stock company; but he shall not vote at any meeting of the council or board on any question in which such company are interested, except that in the case of a water company or other company established for the carrying on of works of a like public nature, this prohibition may be dispensed with by the county council . . . (8) If any person acts when disqualified, or votes when prohibited under this section, he shall for each offence be liable on summary conviction to a fine not exceeding twenty pounds."

MCCARDIE, J., in the course of a considered judgment, said that, on the facts, the plaintiff submitted that the defendant was "concerned" in the contracts between the board of guardians and the company. To make the issue clear his lordship must state at once that he was bound to find on the evidence before him that the defendant never received any bonus from the company; that he never received any sum for and in respect of the contracts made by his employers with the guardians; that he had not made any bargain for such bonus or such other sum, and that his remuneration had not depended on the profits or losses made by his employers on their contracts with the board or on their general trade. It would seem from the words of the Act that a person might be concerned in a contract even though he did not participate in the profits. After referring to various cases, including *Norton* v. *Taylor*, 1906, A.C. 378, and *Nutton* v. *Wilson*, 37 W.R. 522; 22 Q.B.D. 744, his lordship referred to that of *England* v. *Inglis*, 1920, 2 K.B. 636, as perhaps illustrating the most striking extension of the meaning of the words "share or interest in any contract." [His lordship had intimated that in his opinion the decisions under the Public Health Act, 1875, and the Municipal Corporations Act, 1882, must not be overlooked, in view of the similarity of the material words in those statutes to the words in s. 46 of the Local Government Act, 1894.] His lordship concurred with the view of Roche, J., in *England* v. *Inglis* (at p. 640) where he (Roche, J.) agreed with the definition of the county court judge that "the interest required by the statute must, I think, be a pecuniary or material interest, not a mere sentimental interest such as that which a father may have in the prosperity of a son." The conclusion of the matter was that the decisions had gone far, but, in his lordship's opinion the words in the decisions upon s. 46 of the Local Government Act, 1894, and the other Acts did not go far enough to show that the defendant in the present case was on the facts "concerned in" or "participated in" the profits of the contracts between the board and the defendant's employers—*i.e.*, apart from being a shareholder. If his lordship could have found that the defendant arranged for any bonus or commission on any of the contracts or had made any arrangement whatsoever for any pecuniary participation, however cleverly concealed, he would have decided against him. In some respects he regretted the conclusion he had reached. He could not overlook the fact that the defendant as chairman of the board of guardians might well tend to stabilise his position with the company, his employers. The indirect advantages might be many. There was no evidence, however, that any of them had been sought for or granted. His lordship, after reviewing the material facts with regard to the second point, came to the conclusion that the defendant had voted at the material meetings, and said that he acquitted him of the charge of corruption made against him by the plaintiff; the evidence did not support that charge. But he did not acquit him of impropriety of conduct. His situation with the company was inconsistent with his obligations as a member of the board. The next question, an important one, was whether the plaintiff was entitled to maintain the action. His lordship referred to Lumley's Public Health, vol. 1, 9th ed., p. 960, and to Macmorran's Local Government Act, 1894, 4th ed., p. 158, and said that as a result of a consideration of the authorities (*e.g. Walsh* v. *Grimsley* (1900), *Times*, 30th Nov.; Law J., 8th Dec.; 22 Mun. Corp. Chron. 543, where the point that the plaintiff should have applied for a writ of *quo warranto* was waived by the defendant) he must treat the point as new. Here was a question of substituting an action with all its particular characters for *quo warranto* with its special features and requirements and history. He deemed it clear on principle that, prior to the Judicature Acts, no such action as the present action would have lain. He could not find that either the Judicature Acts or the rules enabled

it to be brought. [He referred (*inter alia*) to Shortt on Informations, pp. 125, 126, 157 and 162, and Halsbury's Laws of England, vol. 10, p. 136.] He would state only a few prominent features of *quo warranto* proceedings which tended to show that such an action as the present should not be allowed. First, the Crown Office practice required that application for *quo warranto* must be made by a competent relator. (See Short and Mellor, 2nd ed., pp. 172 and 183). If an action were allowed, that point could be escaped by a plaintiff. Secondly, it was required by rule 40 of the Crown Office Rules that every application in the nature of a *quo warranto* should be by motion to a Divisional Court. If an action were allowed that requirement would be exceeded. Thirdly, Crown Office Rules 43 required that the relator should file a verifying affidavit. Fourthly, by Crown Office Rules 48, a defendant who did not intend to defend was enabled under them to enter a disclaimer. Fifthly, the Crown Office practice provided for judgment of ouster in proper cases. No provision existed whereby that could be given in an ordinary action. The form of *quo warranto* proceedings set out in Shortt on Informations, at p. 555, might usefully be contrasted with proceedings in an ordinary King's Bench action. The *quo warranto* form was appropriate to the special remedy. The plaintiff was a mere dweller in the parish and not a ratepayer, and upon an application for *quo warranto* the question would arise whether he was a proper relator. His lordship held that the present action would not lie and he therefore did not propose to express an opinion on the status of the plaintiff with respect to any application for *quo warranto* proceedings. The action must be dismissed with costs.—COUNSEL: *D. N. Pritt.* SOLICITORS: *Samuel Price, Sons & Robertson.*

[Reported by J. L. DENISON, Barrister-at-Law.]

Court of Criminal Appeal.

REX *v.* DENNIS: REX *v.* PARKER. 3rd March.

CRIMINAL LAW—TRIAL A NULLITY—TWO PRISONERS SEPARATELY INDICTED—TRIAL TOGETHER FOR SAKE OF CONVENIENCE—CONSENT OF COUNSEL—ABSENCE OF JURISDICTION—*Venire de novo.*

A Court of Quarter Sessions has no jurisdiction to try together two prisoners who are charged on two separate indictments, and the fact that counsel on both sides consent to such a course for the sake of convenience does not clothe the Court of Quarter Sessions with such jurisdiction. Therefore, where two persons, each charged on a separate indictment, are tried together, such a trial is a nullity and there must be a venire de novo.

Crane *v.* Regem, 1921, 2 A.C. 299: 65 SOL. J. 642, *applied.*

The appellants were charged at Tewkesbury Borough Sessions, each on a separate indictment, with using a house as a betting house, and keeping a betting house respectively. Counsel for the prosecution and for the defence considered that the most convenient course would be for the appellants to be put on their trial together and this was done. The appellants were convicted, and were each fined £10. They now appealed against their conviction.

AVORY, J., delivered the judgment of the court (AVORY, HORRIDGE and SANKEY, JJ.), as follows: The court cannot accede to the suggestion made by Mr. Clements, and, because this is a test case, overlook the manifest want of jurisdiction in the court of trial. Even in the absence of objection by counsel or in the notice of appeal this court will always take notice of a matter which goes to the jurisdiction of the court of trial. Throughout the so-called trial of the present case the recorder was under the impression that the appellants had been indicted jointly. *Crane* v. *Regem*, 1921, 2 A.C. 299; 65 SOL. J. 642, is a clear authority for the proposition that where two indictments are proceeded with against two prisoners together, the trial judge and counsel assuming that the accused persons have been jointly indicted, the trial is a nullity. When the case came before this court, Lord Reading, 1920, 3 K.B., at p. 237, said: "The proceedings were void *ab initio*; from the moment the prisoners were given in charge of the jury the trial was a nullity." That view was affirmed when the case went to the House of Lords. Lord Atkinson then said, 1921, 2 A.C. at p. 321: "When an accused person has pleaded 'Not guilty' to the offences charged against him in an indictment, and another accused person has pleaded 'Not guilty' to the offence or offences charged against him in another separate and independent indictment, it is, I have always understood, elementary in criminal law that the issues raised by those two pleas cannot be tried together." Does the fact that counsel for the defence and counsel for the prosecution consent to the two indictments being tried together make any difference? Does such consent distinguish this case from *Crane's Case, supra*? In the opinion of the court consent does not give jurisdiction in a criminal court—if, indeed, it can in any court—where no jurisdiction already exists. As was said during the argument in *Rex* v. *Crane* (15 Crim. App. Rep., at p. 190): "An irregularity can be waived by consent, but jurisidiction in criminal matters cannot be conferred by consent." The question in issue here is not a question of regularity or irregularity; it is one of jurisdiction since no criminal court has jurisdiction to try two separate indictments against two prisoners at the same time. Consent cannot, therefore, confer power to try the two indictments together in such circumstances. Following the course laid down in *Crane's Case* we make an order awarding a *venire de novo* for a trial of the appellants according to law.—COUNSEL: *Earengey; A. F. Clements.* SOLICITORS: *A. Lionel Lane*, Gloucester; *S. Baker*, Tewkesbury; *Wellington, Clifford & Matthews*, Gloucester.

[Reported by T. W. MORGAN, Barrister-at-Law.]

In Parliament.

House of Lords.

2nd April. Ex-Public Trustee in Ireland. Discussion on the case of Mr. Arthur McClintock, late Irish Public Trustee, and his treatment on retiring. Motion by Lord Muskerry for a public Committee of Inquiry, after discussion, by leave withdrawn.

Auxiliary Air Force and Air Force Reserve Bill. Considered in Committee, and amendments made.

Council of the League of Nations. Discussion of the proceedings of the Council at the recent meeting in Geneva.

3rd April. Arbitration Clauses in Commercial Agreements (Protocol) Bill; Merchant Shipping (International Labour Conventions) Bill; and Carriage of Goods by Sea Bill, considered in Committee.

Public House Improvement Bill. Considered on Report.

Performing Animals Bill and Friendly Societies Bill. Read a Second time, and committed to a Committee of the whole House; the Performing Animals Bill, on a division, by 32 to 3.

8th April. The Industrial Courts Amendment Bill. Second Reading moved by Lord Askwith; after debate agreed to and Bill committed to a Committee of the whole House.

Therapeutic Substances Bill and Army and Air Force (Annual) Bill. Read a Second time and committed to a Committee of the whole House.

Auxiliary Air Force and Air Force Reserve Bill; Arbitration Clauses (Protocol) Bill, formerly Arbitration Clauses in Commercial Agreements (Protocol) Bill; and Merchant Shipping (International Labour Conventions) Bill. Amendments reported.

Carriage of Goods by Sea Bill. Read the Third time.

Public House Improvement Bill. Third Reading. Consideration of proposed Amendments postponed.

Friendly Societies Bill. Considered in Committee and reported without Amendment.

9th April. Liquor (Popular Control) Bill—"to amend the law relating to the manufacture, sale and supply of intoxicating liquor, and to provide for the popular control thereof, and of the grant and renewal of licences, and for other purposes incidental thereto": Bishop of Oxford.

Borough Councillors (Alteration of Number) Bill. Read a Second time (Earl de la Warf) and committed to a Committee of the whole House.

Army and Air Force (Annual) Bill. Considered in Committee and reported without amendment.

Friendly Societies Bill. Read the Third time.

Government of India Bill—"to make provision with respect to leave of absence of the Governor-General, Commander-in-Chief, Governors, and members of Executive Councils, and with respect to the appointment of Commander-in-Chief": Lord Olivier.

Criminal Responsibility (Trials) Bill—"to declare and amend the law relating to the criminal responsibility of accused persons": Lord Darling.

10th April. Auxiliary Air Force and Air Reserve Bill; Arbitration Clauses (Protocol) Bill; and Merchant Shipping (International Labour Conventions) Bill. Read the Third time.

Public House Improvement Bill. Motion by Lord Stuart of Wortley to leave out Clause 5 which gives the licensing justices power to allow a specified part of the premises to be open to children. Amendment negatived and Bill passed.

Agricultural Returns Bill. On the motion of the Lord President of the Council, Lord Parmoor, read a Second time by 31 to 12, and committed to a Committee of the whole House.

Army and Air Force (Annual) Bill. Read the Third time.

11th April. Unemployment Insurance (No. 3) Bill. On the motion of the Lord Chancellor, Viscount Haldane, read a Second time and committed to a Committee of the whole House.

Treaty of Peace (Turkey) Bill. Returned from the Commons with a Financial Amendment, and Amendment agreed to.

House of Commons.

Questions.

TREATIES (REGISTRATION).

Marquis of HARTINGTON (Derby, Western) asked the Secretary of State for Foreign Affairs whether Treaties entered into by this country are registered with the League of Nations, as provided by Article 18 of the Covenant; and whether there are any Treaties or undertakings not so registered?

Mr. PONSONBY: The answer to the first part of the question is in the affirmative. Once a month any outstanding Treaties and undertakings are sent by the Foreign Office to the Secretariat of the League to be registered. A few are still awaiting registration under Article 18 of the Covenant.

COURT OF INTERNATIONAL JUSTICE.

Mr. AYLES (Bristol, North) asked the Secretary of State for Foreign Affairs the names of States which have pledged themselves to submit all their disputes with one another to the permanent Court of International Justice; and whether he is prepared to recommend the Government to take similar action?

Mr. PONSONBY: As the answer is mainly a list of names, perhaps my hon. Friend will allow me to circulate it with the Official Report. As was stated in reply to the hon. Member for North Hackney (Mr. J. Harris) on the 2nd instant, I am not yet able to make any announcement of the policy of His Majesty's Government in the matter.

Following is the portion of the answer referred to: Compulsory jurisdiction has been definitely accepted, in many cases for five years only, by Austria, Bulgaria, China, Denmark, Esthonia, Finland, Haiti, Lithuania, the Netherlands, Norway, Portugal, Sweden, Switzerland, Uruguay, and, subject to acceptance by at least two permanent members of the Council of the League, by Brazil.

The Clauses accepting compulsory jurisdiction have also been signed, but not ratified, by Costa Rica, Latvia, Liberia, Luxemburg, Panama, and Salvador.

(9th April.)

GRAND JURIES.

Mr. FOOT (Bodmin) asked the Secretary of State for the Home Department if he has received during the year 1923 any protests against the summoning of grand juries at quarter sessions and assizes?

The UNDER-SECRETARY OF STATE FOR THE HOME DEPARTMENT (Mr. Rhys Davies): Protests have been received at the Home Office during 1923 from the quarter sessions of two counties and two boroughs.

INCOME TAX.

Mr. BLACK (Harborough) asked the Chancellor of the Exchequer whether, seeing that the reports of Income Tax cases are paid for by the State, he will arrange that the general public shall be placed in as good a position as the servants of the Crown in having equally early access to all such reports?

Mr. SNOWDEN: I am unable to agree that there is any inequality of treatment in this matter. The collections of reports published by the Stationery Office are issued in "Part" form and each part is available to the general public on the day of publication. Current reports of decisions appear in the newspaper Press, professional journals and the recognised law reporting publications.

Mr. BLACK: Have not the surveyors of taxes books in their possession to which chartered accountants have not access?

Mr. SNOWDEN: The hon. Member is now stating the purpose which he has in view. It is true that the inspectors of taxes have official instructions arising out of legal decisions, but these are private for the information of the surveyor of taxes only, and certainly could not be made public.

LIMITED COMPANIES (EVASION OF TAXATION).

Mr. COMYNS-CARR (Islington, East) asked the Chancellor of the Exchequer whether his attention has been called to the growing practice of limited companies making loans to their shareholders instead of declaring dividends and forming subsidiary companies abroad, in each case for the purpose of evading taxation in this country; and whether he is considering measures to prevent this evasion?

Mr. SNOWDEN: I would ask the hon. Member to await my Budget statement.

PATENT ACTS.

Sir GERVASE BECKETT (Leeds, North) asked the President of the Board of Trade whether he is prepared to introduce an Amendment to the Patent Acts providing that, where good and sufficient reasons can be furnished, a sole licence may be granted to a *bona fide* person desirous of developing commercially still further an article, the patent rights of which no longer exist?

Mr. ALEXANDER: The answer is in the negative.

REGISTER OF TEMPORARY LAWS.

Sir W. DE FRECE (Ashton-under-Lyne) asked the Prime Minister whether, taking the Register of Temporary Laws which has now been issued to Members of Parliament, he will state what Measures therein specified can be regarded as of a permanent character; and whether, particularly as regards those affecting international relations, he will consider giving them the effect of permanency?

Mr. CLYNES: It would be impossible to indicate within the limits of an answer to a Parliamentary question to what extent, if at all, any of the Acts specified in the Register to which the hon. Member refers can be regarded as of a permanent character. As regards the majority of these Acts the question whether they should be continued or allowed to expire is considered on the Expiring Laws Continuance Bill, which is annually presented to Parliament, and so recently as 1922 the question whether any of these Acts could with advantage be made permanent was referred to a Select Committee, which in its Report set out a list of Acts that, in the opinion of the Committee, ought to be made permanent. The Committee reported in July, 1922, and effect was given to the recommendation by the Expiring Laws Continuance Act of that year. The Committee's recommendation did not extend to any Acts affecting international relations. It may be said generally that the duration of all such Acts depends upon the continuance of treaties or conventions which are themselves temporary and liable to be determined by any of the States concerned.

IMPRISONMENT FOR DEBT.

Sir B. SHEFFIELD (Parts of Lindsey) asked the Attorney-General whether the fact that a married man is liable to be committed to prison for debt, but that a married woman is not so liable, will be taken into consideration with a view to making both equally liable to a penalty?

Mr. DAVIES: I have been asked to reply. The question will have consideration.

BETTING (ADVERTISEMENTS).

Mr. W. A. JENKINS (Brecon and Radnor) asked the Home Secretary, in view of the extent and disastrous results of betting, as revealed at the inquiry by the Committee appointed to inquire into the matter, and of the evident need of legislation to reduce this widespread and growing evil, if he will introduce legislation to prevent the publication of bookmakers' and tipsters' advertisements, betting odds, and other inducements to gambling in the Press?

Mr. DAVIES: My right hon. Friend does not at present see his way to propose any legislation on the subject.

POOR LITIGANTS (LEGAL ASSISTANCE).

Mr. JOWITT (The Hartlepools) asked the Home Secretary whether he has appointed a Committee to inquire into the question of the legal defence of poor persons; and, if so, what are the terms of reference of the Committee?

Mr. DAVIES: The answer is in the negative, but I would refer the hon. and learned Member to the answer which I gave on the 17th March to a question on this subject asked by the hon. Member for Peebles (Mr. Westwood) (*ante*, p. 483).

LIMITED LIABILITY COMPANIES (FAMILY ESTATES).

Mr. W. THORNE (Plaistow) asked the Chancellor of the Exchequer if he intends devising any steps to meet the plan, which is becoming more and more popular, of turning family estates into limited liability companies with the object of decreasing the burden of taxation which falls upon them; and if he intends taking any action in the matter?

Mr. SNOWDEN: I would ask my hon. Friend to await my Budget Statement. (10th April.)

PRISONERS (CONFESSIONS).

Mr. E. SIMON (Withington) asked the Home Secretary whether his attention has been drawn to the statement made by the governor of Strangeways gaol, Manchester, at a recent inquest on a man who had been executed, to the effect that under Home Office instructions he had no power to divulge any confession or otherwise made by the man; and, seeing that it is in the public interest that such confession should be known, whether he will alter the instruction accordingly?

Mr. DAVIES: The answer to the first part of the question is in the affirmative, and to the second part in the negative. It has long been the rule that particulars of the confessions or admissions made by prisoners should not be made public. (14th April.)

Bills Presented.

Motorways Bill—"to facilitate the construction of motorways, and the granting of powers in relation to such ways, and to traffic theseon": Sir Leslie Scott, on leave given. [Bill 106.]

Distressed Tenants Bill—"to prohibit the eviction of distressed tenants, and to make provision as to claims for reimbursement by local authorities affected": Capt. Wedgwood Benn, on leave given. [Bill 107.] (10th April.)

Agricultural Wages Bill—"to provide for the regulation of wages of workers in agriculture; and for purposes incidental thereto": Mr. Buxton. [Bill 111.] (14th April.)

Bills under Consideration.

9th April. Treaty of Peace (Turkey) Bill. Adjourned Debate on Motion for Second Reading resumed. Amendment for rejection (Lieut.-Col. Sir Edward Grigg) after Debate withdrawn. Bill read a Second time and committed to a Committee of the whole House.

Unemployment Insurance (No. 3) Bill. Considered in Committee.

10th April. Unemployment Insurance (No. 3) Bill. Considered in Committee and read the Third time.

Supply. Resolution for granting a supplementary sum, not exceeding £70,000, to defray the travelling expenses of Members carried, after debate, by 245 to 112.

Poor Law Emergency Provisions Continuance (Scotland) Bill. Motion for Second Reading (the Secretary for Scotland, Mr. Adamson), after Debate, agreed to, and Bill committed to a Standing Committee.

Treaty of Peace (Turkey) Bill. Considered in Committee, and read the Third time, and passed with an amendment.

11th April. Summer Time Bill. Second Reading moved by Sir Kingsley Wood. The object of the Bill is to make permanent summer time, for a period of six months from the first Sunday in April until the first Sunday in October. Amendment for rejection (Major Colfox) negatived by 169 to 129. Bill read a Second time and committed to a Standing Committee.

14th April. Supply. Resolution for granting £70,000 for travelling expenses of Members reported, and agreed to by 223 to 141.

School Teachers (Superannuation) Bill. Second Reading moved by the President of the Board of Education, Mr. Trevelyan. Amendment for rejection (Mr. D. M. Cowan), after Debate, negatived. Bill read a Second time and committed to a Standing Committee.

Trade Facilities Bill. Considered in Committee.

Conveyancing (Scotland) Amendment Bill. Read a Second time, and committed to a Standing Committee.

Motion.

9th April. Small Holdings, Scotland. Major McKenzie Wood moved:—

"That this House views with alarm the large number of evictions of smallholders in Scotland owing to the resumption of their holdings by purchasers, and calls upon the Government to take immediate steps to assure to smallholders that security of tenure which it was the object of the Small Landholders (Scotland) Acts to confer."

After Debate, agreed to.

The Chairman of the Sutton Magistrates announced last week that the Bench had decided to increase the fine for dangerous driving through the town, and many defendants were ordered to pay £5. Lord Ridley was fined £2, the amount a Danish count, his companion in another car, was fined last week when Lord Ridley's case was adjourned. A police constable stated that on Sunday, 2nd March, he saw Lord Ridley driving a motor-car while the count was driving another. They were passing one another, neither giving any warning of their approach. The witness estimated Lord Ridley's speed at between thirty and thirty-four miles an hour. The defendant, when stopped, said, "I didn't know I was in the ten-mile limit. I was doing between twenty-five and thirty miles."

High Court of Justice.

Easter Vacation, 1924.

NOTICE.

There will be no sitting in Court during the Easter Vacation.

During the Easter Vacation all applications "which may require to be immediately or promptly heard," are to be made to the Honourable Mr. Justice McCARDIE.

The Honourable Mr. Justice McCARDIE will act as Vacation Judge from Thursday, 17th April, to Monday, 28th April, both days inclusive. His Lordship will sit in King's Bench Judges' Chambers on Thursday, 24th April, at 10.30 a.m. On other days within the above period applications in urgent matters may be made to his Lordship by post, or, if necessary, personally.

When applications are made by post the brief of counsel should be sent to the Judge, by post or rail prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C.2."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Roya Courts of Justice.

Chancery Registrars' Chambers,
Royal Courts of Justice.
April, 1924.

[We are obliged to hold over until next week the remainder of the Anglo-Belgian Convention as to Legal Proceedings].

Societies.

The Hardwicke Society.

The "Ladies' Night" debate of the Hardwicke Society took place on Friday, the 11th inst., in Lincoln's Inn Hall. Mr. J. Alun Pugh, the President, was in the chair.

The subject for discussion was "That in the opinion of this House woman is spoiling the world for women." Mr. W. L. George, says *The Times*, in proposing the motion, said it was not equality that woman wanted, and what was damaging her position was the fact that she was not playing fair. The marriage bond was slowly disappearing because of the demand woman was making for privileges without responsibility. A person who gained rights gained nothing, and woman had damaged her position at the moment, with the result that man liked her less than he did and tolerated her simply because he had to do so.

The Recorder of London (Sir Ernest Wild), in opposing the motion, said that women were taking a reasonable part in the life of the State, which was all for the good of the State and women. We had not as yet women judges, but they would come. There must be equality of opportunity, and that was a necessity for women workers. He believed in equal pay for equal output; that might be Socialism, but it was justice, and common sense. He had had two years' experience of women jurors from the

Bench, and in his opinion a jury at the Central Criminal Court of nine men and three women, or some such proportion, was an ideal jury.

Mr. Gilbert Frankau, in supporting the motion, said women had spoiled the world for women. Women did not really want to be barristers, to be in Fleet Street, or to have the vote; all this was due to the over population of women. All the surplus women should be deported, leaving the sexes in the glorious "fifty-fifty" of a civilized population.

Lady Frances Balfour thought the greatest danger that the present phase of emancipated women was encountering as they concentrated more on their own individuality was the loss of home and family life.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4%. Next London Stock Exchange Settlement, Thursday, 24th April.

	Middle Price. 15th April.	Interest Yield.
English Government Securities.		£ s. d.
Consols 2½%	56¾	4 8 0
War Loan 5% 1929-47	102 7/16	4 17 6
War Loan 4½% 1925-45	99½	4 11 0
War Loan 4% (Tax free) 1929-42	100⅞	3 19 0
War Loan 3½% 1st March 1928	96¼	3 12 6
Funding 4% Loan 1960-90	87⅞	4 11 0
Victory 4% Bonds (available at par for Estate Duty)	93¼	4 6 0
Conversion Loan 3½% 1961 or after ..	77¼	4 10 6
Local Loans 3% 1912 or after	66	4 11 0
India 5½% 15th January 1932	101¼	5 8 0
India 4½% 1950-55	88	5 2 0
India 3½%	65½	5 7 0
India 3%	56	5 7 0
Colonial Securities.		
British E. Africa 6% 1946-56	112½	5 7 0
Jamaica 4½% 1941-71	93½	4 16 0
New South Wales 5% 1932-42	100½	4 19 6
New South Wales 4½% 1935-45	94	4 16 0
Queensland 4½% 1920-25	100	4 10 0
S. Australia 3½% 1926-36	84	4 3 6
Victoria 5% 1932-42	101	4 19 0
New Zealand 4% 1929	95¾	4 4 0
Canada 3% 1938	83½	3 12 6
Cape of Good Hope 3½% 1929-49	81½	4 6 0
Corporation Stocks.		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54	4 12 6
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	65	4 12 6
Birmingham 3% on or after 1947 at option of Corpn.	65	4 12 6
Bristol 3½% 1925-65	76	4 12 0
Cardiff 3½% 1935	86	4 1 6
Glasgow 2½% 1925-40	76	3 6 0
Liverpool 3½% on or after 1942 at option of Corpn.	75½	4 13 0
Manchester 3% on or after 1941	64	4 13 6
Newcastle 3½% irredeemable	76	4 12 0
Nottingham 3% irredeemable	63½xd.	4 15 0
Plymouth 3% 1920-60	69xd.	4 7 0
Middlesex C.C. 3½% 1927-47	82	4 5 6
English Railway Prior Charges.		
Gt. Western Rly. 4% Debenture	86	4 13 0
Gt. Western Rly. 5% Rent Charge ..	104	4 16 0
Gt. Western Rly. 5% Preference	103	4 17 0
L. North Eastern Rly. 4% Debenture ..	84½	4 14 6
L. North Eastern Rly. 4% Guaranteed ..	83½	4 16 0
L. North Eastern Rly. 4% 1st Preference	81½	4 18 0
L. Mid. & Scot. Rly. 4% Debenture ..	85	4 14 0
L. Mid. & Scot. Rly. 4% Guaranteed ..	83½	4 16 0
L. Mid. & Scot. Rly. 4% Preference ..	82	4 17 6
Southern Railway 4% Debenture ..	84	4 15 0
Southern Railway 5% Guaranteed ..	102½	4 17 6
Southern Railway 5% Preference ..	101½	4 18 6

Rent Restriction and Recovery of Possession.

Judge Mellor, K.C., at Leigh County Court on Friday, the 11th inst., says the *Manchester Guardian*, made an order for the payment of £25 compensation to James Cooper, an old cab driver, for being turned out of his house by William Heaton Oakes, electrician, of 188, Hodges-street, Wigan, under an order made on 12th October. Oakes, who had obtained the order on the ground that he wanted the house for his own occupation, was ordered to get the present occupant out of the house, and the judge said he would send the papers relating to the case to the Public Prosecutor, to see whether Oakes could not be prosecuted for perjury.

The judge said it was the first application of the kind which he had had. It was very difficult and often very painful for a judge to make orders connected with housing. The law had been altered last year, and the owner of a house, if he wanted it for himself, was given the right of occupation, but not for the purposes of sale. He could live in it himself or let his son or daughter live in it. In that case the evidence was that Oakes had obtained an order for possession, and instead of going in himself he had sold the house.

There might be some technicality which would prevent Oakes standing his trial, but he (the judge) had some powers, and intended to exercise them. The people now in the house would have to go out, and Oakes must pay Cooper £25 compensation and all the costs.

Lord Wrenbury on Industrial Unrest.

The following is the concluding portion of Lord Wrenbury's letter to *The Times* (12th inst.), to which we refer under "Current Topics":—

The above considerations lead to the following conclusions:—

(1) The trade union as a combination to watch and advance the interests of its members is both lawful and advantageous. It is advantageous as well to its members whose welfare is its care as to the employers as supplying a representative body with whom they can negotiate.

(2) But the trade union, as placed by the Trade Disputes Act, 1906, above the law, is a national menace. It is becoming more and more a tyrant and a despot. It is an enemy to freedom. Legislation is urgently necessary to stop an evil which threatens to ruin national industries, to oppress large classes of the community, and to lead ultimately to violence.

(3) It is a fundamental economic error to start with a "living wage," and to argue that the price of the commodity produced must be fixed so as to allow of its payment. The price of a commodity is and always will be fixed by the operation of the laws of supply and demand, by the action of competition, and so on. You cannot take out of a pot more than there is in it. If the "living wage" demanded is one which the industry cannot pay, the factory will close its doors, the industry will cease. If the industry is one which the necessities of mankind cannot allow to cease, the wage must be reduced to such figure as the community can pay, whether that is a "living wage" or not. The "living wage" ought to be, and every one desires that it should be, paid. This may be achieved, no doubt, if the workman's power of production can be increased. There are two things which may operate to this end. The capitalist, whose assistance is the starting point for every industrial advance, may by putting in machinery enable one pair of hands to do as much work as three or more pairs of hands could do without it. The workman, by additional industry and more strenuous effort, may increase his capacity. By these means, production may be increased, higher wages paid, and prices brought down.

(4) To combat the difficulties in which we find ourselves, the action at the moment must be an alteration of the law. The more distant but more effectual solution lies in the cultivation of a spirit of good will. For this operation the immediate step should be the establishment of a League of Citizens pledged to measures calculated to render each member an upholder of the freedom of all.

Law Students' Journal.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Hall on Tuesday, the 15th inst. (Chairman, Mr. P. S. Pitt), the subject for debate was: "That this House regrets the decision of the House of Lords in the case of *Beck* v. *Szymanowski*, 1924, A.C. 43."

Mr. J. J. Davies opened in the affirmative; Miss D. C. Johnson seconded in the affirmative. Mr. A. T. Denning opened in the negative; Miss G. O. D. Peterson seconded in the negative. The following members also spoke: Messrs. V. R. Aronson, W. S. Jones, M. J. Hart Leverton, Noel Berridge, Raymond Oliver, Miss K. E. Chambers, J. W. Morris, P. Quass, G. T. Saunders Jacobs, D. A. Makey.

The opener having replied, the motion was lost by one vote. There were sixteen members and two visitors present.

Obituary.

Mr. H. C. Hodson.

The death took place at Lichfield, on the 11th inst., of Mr. Hubert Courtney Hodson, of the Abnalls, Lichfield, who for the past forty-six years has been registrar of the diocese of Lichfield.

Mr. Hodson, who was seventy-six years of age, was the eldest surviving son of the Rev. George Hodson, rector of South Luffenham, near Stamford, a grandson of the late Ven. George Hodson, Archdeacon of Stafford and sometime vicar of St. Mary's Church, Lichfield, and a nephew of the late Major Hodson, of Hodson's Horse. He served his articles at Lichfield with his predecessor, the late Mr. William Fell, and in 1869 was admitted Proctor by the then Chancellor of the diocese, Chancellor Law, succeeding Mr. Fell as registrar in 1878. At the time of his death, Mr. Hodson was also registrar of the Archdeaconry of Stafford, Stoke-on-Trent, and Salop, and for many years had been registrar to the Archdeacon of Derby. His official position at Lichfield as registrar brought Mr. Hodson into very intimate contact with the ecclesiastical side of the Midland district, throughout which he was held in the highest esteem. Of a retiring and unassuming disposition, he took a quiet interest in all matters appertaining to the city and district, and in his younger days he gained a distinction as a breeder of bloodhounds, being a prominent exhibitor at Crufts. He married in 1880 Miss Elsie Maud Abney-Paget, the only child of Mr. Joseph Paget, J.P., of Stuffynwood and of Ruddington, Notts. She, with two sons and a daughter, survives him.

Legal News.

Appointments.

The King has approved, on the recommendation of the Lord Chancellor, the names of the following for appointment to the rank of King's Counsel:—

ALEXANDER FALCONER MURISON, LL.D. (Professor of Roman Law and Jurisprudence, University College, London).

WILLIAM HUGH JONES (S. Wales Circuit).

SAMUEL RONALD COURTHOPE BOSANQUET (Oxford Circuit, Recorder of Ludlow).

WILLIAM OUTHWAITE WILLIS (South-East Circuit, Probate and Divorce Court).

ALLAN JAMES LAWRIE (Deputy Chairman London Quarter Sessions).

HENRY HOLMES JOY, O.B.E. (Midland Circuit).

ROBERT ABERCROMBY GORDON (South-Eastern Circuit, Parliamentary Bar).

THOMAS EDWARDS FORSTER (Oxford Circuit).

GAVIN TURNBULL SIMONDS (Equity Bar).

ARTHUR STRETTELL COMYNS CARR (South-Eastern Circuit).

JOSEPH COOKSEY JACKSON (Northern Circuit, Manchester).

WILLIAM NORMAN BIRKETT (Midland Circuit).

The Attorney-General (Sir Patrick Hastings, K.C., M.P.) has appointed Mr. J. E. HARMAN to succeed Mr. W. R. Sheldon as Junior Counsel (on the Chancery side) to the Board of Inland Revenue, the Charity Commissioners, and the Board of Education in Charity matters.

Dissolutions.

FRANCIS NUNN, OCTAVIUS BERNARD LOWE and RONALD LLOYD NUNN, Solicitors, Colwyn Bay, Denbighshire (Nunn and Company), 31st day of March, 1924, so far as concerns Octavius Bernard Lowe. All debts due to and owing by the late firm will be received and paid by Francis Nunn and Ronald Lloyd Nunn, who will continue to carry on the practice at the same address and under the same style. [*Gazette*, 15th April.

General.

Mr. Wilfrid Arthur Greene, K.C., who has hitherto been attached to the Court of Mr. Justice Tomlin, and Mr. Fairfax Luxmoore, K.C., who has been attached to Mr. Justice Astbury's Court, will for the future "go special."

Lord Alness, Lord Justice Clerk of Scotland, visited the Central Criminal Court on Thursday, the 10th inst., and occupied a seat on the Bench next to the Recorder (Sir Ernest Wild, K.C.), who introduced him to the members of the Bar present in Court.

The Chancellor of the Exchequer has appointed a committee to inquire into the existing regulations governing the candidature for Parliament and for municipal bodies of persons in the service of the Crown and to report whether any, and if so what, changes should be made in those regulations. The committee is constituted as follows: Lord Blanesburgh, G.B.E. (chairman), Mr. G. N. Barnes, Mr. J. R. M. Butler, O.B.E., Sir A. Kaye Butterworth, Miss Margaret Llewelyn Davies, and Mr. Arthur Shaw, J.P., with Mr. W. R. Fraser, Treasury Chambers, Whitehall, S.W.1, as secretary.

The Times correspondent at Geneva, in a message of 10th inst., says: The Governing Body of the International Labour Office is now sitting in Geneva under the presidency of M. Arthur Fontaine. Some progress has been made in regard to the ratification of the various Conventions adopted by the Labour Conferences. Miss Margaret Bondfield, who is representing the British Government, stated that the British Cabinet had examined and adopted a scheme providing for the ratification of the Washington eight-hour day and forty-eight-hour week Conventions, and the scheme will be submitted to Parliament before Easter

Alderman Sir Charles Wakefield sat specially at the Guildhall on the 11th inst. to consider an application for alteration in the bail in the case of Herbert Roger Sadd, solicitor, formerly of Gresham-street and Lawrence-lane, E.C., who is now awaiting trial upon charges of defrauding Lord Foley of deeds of ownership and money amounting in all to about £23,000. Mr. Duke reminded the court that bail had been fixed in two sureties of £1,000 each. The defendant's brother had been accepted as one surety. It had been impossible to find a second. The brother was willing and in a position to stand for the whole amount, if the Alderman would consent. The police offering no objection, Sir Charles consented to the alteration of sureties.

Advices by the Indian mail, says *The Times*, under "City Notes," 10th inst., show that the Civil Justice Committee, presided over by Mr. Justice Rankin, has been recording evidence at Calcutta and Allahabad regarding the delays in the courts. During the present month it will be at Lahore and will later proceed to Rangoon. The Committee will probably sit at Madras, in July, and at Bombay during August. The chairman has left nothing undone to obtain full information with regard to serious cases of delay where commercial interests are concerned; and has asked H.M. Senior Trade Commissioner in India for specific cases, quoting the name of the court and the number and date of the suit. London, Manchester, and other firms in this country may be surprised to learn, in view of their vexatious experiences, that as in England so in India, at least as regards the original side of the High Courts, the established principle is that commercial cases are entitled to special expedition. One of the important questions before the Committee is whether arrangements cannot be made to give effect to this principle in the practice of subordinate courts, such as Delhi and Amritsar, so as to permit of important commercial cases being called with reasonable promptness, instead of taking their turn among the various other classes of litigation which congest most of these subordinate courts.

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, April 11.

ECCLESHILL PICTURE HOUSE LTD. April 25. Franklin Crowe, Keighley.

WHOLESALE MACHINE SUPPLY CO. LTD. May 9. Leslie C. Stewart, 78-79, Avenue-chmbrs., Southampton-row, W.C.1.

THE ANGLESEY CENTRAL CO-OPERATIVE SOCIETY LTD. May 17. William Williamson, 1, Balloon-st., Manchester.

ST. THOMAS GARAGE LTD. April 23. Alfred J. Gardner, 5, Unity-st., Bristol.

JAMES S. JOB & SON LTD. May 12. James W. Allen, 67, Basinghall-st., E.C.2.

HOCKING BURTON & CO. LTD. April 21. Frederick G. Burton, 67, The Central Meat Markets, E.C.1.
Notice substituted for that which appeared in the *London Gazette* dated Friday, 13th February, 1920:—

W. E. JACKSON & CO. LTD. Feb. 28. Percy Wickenden, 8 & 9, Martin-lane, E.C.4.

London Gazette—TUESDAY, April 15.

THE SWANSEA VALE SPELTER CO. LTD. April 30. Frank C. Heley, 70, Lombard-st., E.C.

ANGLOL LTD. May 30. Thomas S. Seymour, Africa House, Kingsway, W.C.2.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, April 8.

G. H. Turner & Co. Ltd.
Uplands & Londonderry Pig-keeping Society Ltd.
Barge "Ply" Co. Ltd.
"Pioneer" Flat Co. Ltd.
Maud & Turner Ltd.
Huvena Supplies Ltd.
"Gladys" Flat Co. Ltd.
Brown & Co. (Loton) Ltd.
James Bruce & Co. Ltd.
The British Opalograph Co. Ltd.
The Kingmoor Brick & Tile Co. Ltd.
The Copper Collapsible Box Co. Ltd.
Kilmersdon Colliery Co. Ltd.
W. E. Storry & Co. Ltd.
The Hendon Vale Estate Co. Ltd.
Irvines Ltd.
Barge "Polar" Co. Ltd.
Barge "Pinto" Co. Ltd.
Barge "Prize" Co. Ltd.
"Pilot" Flat Co. Ltd.
Wholesale Machine Supply Co. Ltd.
United African Lands Ltd.
The London Foundry Co. Ltd.
Swan Vacuum Cleaner Co. Ltd.
The British Paper Bag Machine Co. Ltd.
Britex Chemical Products Ltd.
Horton & Hilton Ltd.
The Yorkshire Fisheries Ltd.
North Western Cyanamide Co. Ltd.

London Gazette.—FRIDAY, April 11.

Geo. Bottomley & Co. Ltd.
P. C. Sadler & Co. Ltd.
The County Mill Co. Ltd.
Grants (Bursiem) Ltd.
The Selsey Development Co. Ltd.
Joshua Lister & Sons Ltd.
The Modern Box Co. Ltd.
G. Edwards & Holmes Ltd.
Haig & Squire Ltd.
The Mora Paper Co. Ltd.
Dominions Products Co. Ltd.
North Central Fur Co. Ltd.
The Levant Co. (Greece) Ltd.
Hadfield Hotel Ltd.
The Warwick Chrome Tanning Co. Ltd.
The Reliance Hosiery Co. Ltd.
Davis Brothers Ltd.
Winchester Motor and Dean's Engineering Co. Ltd.
Taylor & Ross Ltd.
Squire & Co. Ltd.
St. Thomas Garage Ltd.
New Varieties Ltd.
Hocking, Burton & Co. Ltd.
The North British Australasian Co. Ltd.
Major, Wilkinson & Kelly Ltd.

London Gazette—TUESDAY, April 15.

The Roweka Rubber Co. Ltd.
Elton Publicity Ltd.
S. Clegg Ltd.
The Proprietors of New Deptford Wharf Ltd.
H. Horne Ltd.
Royle Bowling & Billiard Club Ltd.
The Sheffield & District Small Traders Supply Co. Ltd.
The Garden Farm & Poultry Produce Market Ltd.
George Woodward Ltd.
W. H. Webster (Wirecards) Ltd.
W. & S. Lucas Ltd.
Rofley & Willcocks Ltd.
John Bostock Ltd.
Fred Payton & Co. Ltd.
C. Eagleton & Co. Ltd.
H. C. Bagshaw & Co. Ltd.
Barrons (Felixstowe) Ltd.
Splints Ltd.
The Pioneer Co-Operative Boot Works Ltd. Northampton.
Witter & Son Ltd.
J. T. Jarvis & Son Ltd.
Vulcan International Transport Co. Ltd.
Wholesale Hosiery Co. Ltd.
The Consolidated Electrical Co. Ltd.
Elworthy-Sadet Ltd.
T. H. Carr & Son (Scarborough) Ltd.
The Swansea Vale Spelter Co. Ltd.
The Little Heath Working Men's Club & Institute Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, April 11.

ADAMS, FRANK D., Basinghall-st., Soft Goods Merchant. High Court. Pet. March 18. Ord. April 8.

ANDREW, VICTOR, Birkenhead, Secretary. Birkenhead. Pet. March 3. Ord. April 8.

BEAUMONT, GEORGE, Huddersfield, Commercial Clerk. Huddersfield. Pet. April 8. Ord. April 8.

BLAXLAND, WILLIAM R., Shoreham by Sea, Builder. Brighton. Pet. March 28. Ord. April 8.

CATTO, FRANCIS E., Bordon Camp. Guildford. Pet. Feb. 25. Ord. April 8.

CAWS, BERNARD H., Ross, Hotel Proprietor. Hereford. Pet. March 10. Ord. April 8.

CHAPMAN, JOHN H., Great Grimsby, Fisherman. Great Grimsby. Pet. April 9. Ord. April 9.

CLEMENTS, A. R., & Co., Arthur-st., E.C.4. High Court. Pet. Dec. 15. Ord. March 4.

COOPER, JOHN L., Leverington, Cambridge, Farmer. King's Lynn. Pet. March 24. Ord. April 8.

CROOK, RICHARD, Rochdale, Labourer. Rochdale. Pet. April 8. Ord. April 8.

DEALL, THOMAS H., Halesworth, Confectioner. Great Yarmouth. Pet. April 7. Ord. April 7.

DUNCALFE, RICHARD D., Eccles, Seedsman and Corn Dealer. Salford. Pet. April 9. Ord. April 9.

EDWARDS, WILLIAM, Holyhead, Master Carter. Bangor. Pet. April 7. Ord. April 7.

EVANS, SAMUEL, Mount Pleasant, Pencader, Butcher. Carmarthen. Pet. April 7. Ord. April 7.

EVANS, JOHN, Llangurig, Farmer. Newtown. Pet. April 7. Ord. April 7.

EVANS, JAMES, Minsterley, Salop, Grocer. Shrewsbury. Pet. April 8. Ord. April 8.

FRANKS, ALBERT G., Lincs., Fruitgrower. King's Lynn. Pet. April 5. Ord. April 5.

GAULD, ALEXANDER T., Manchester, Mule Overlooker. Manchester. Pet. April 7. Ord. April 7.

GODWIN, WILLIAM J., Winchester, Haulage Contractor. Winchester. Pet. March 27. Ord. April 8.

HALL, ROBERT, and SANDERS, JOHN, Leeds, Grocers. Leeds. Pet. March 25. Ord. April 7.

HANSEN, HAROLD G., Billiter-sq. Buildings, Shipbroker. Croydon. Pet. March 5. Ord. April 8.

HARRISON, FRANCIS H., Accrington, Grocer. Blackburn. Pet. April 8. Ord. April 8.

HAWKRIDGE, ISOBEL, Barrow-in-Furness, Hairdresser. Barrow-in-Furness. Pet. April 7. Ord. April 7.

HODGSON, HENRY H., Downham Market, Farmer. King's Lynn. Pet. Feb. 20. Ord. April 8.

HORNE, ROBERT G., Birkenhead. Birkenhead. Pet. March 3. Ord. April 8.

JOHN, A. S., Llanelly, Metal Merchant. Carmarthen. Pet. March. 17. Ord. April 8.

KIRBY, GEORGE W., Gravesend, Builder. Rochester. Pet. April 7. Ord. April 7.

LECOMBER, HAROLD R., Birkenhead, Company Director. Birkenhead. Pet. March 11. Ord. April 8.

LESOFSKY, SAMUEL, Cricklewood, Electro Plate Worker High Court. Pet. April 8. Ord. April 8.

LONG, WILLIAM & SONS, Bristol, Smiths & Motor Body Builders. Bristol. Pet. April 7. Ord. April 7.

MCCARTHY, ALBERT, Clapham, Revue Artist. High Court. Pet. April 9. Ord. April 9.

MCLAREN, Peter, New Cross-rd., S.E., Woodmarker. High Court. Pet. March 3. Ord. April 9.

MITCHELL, CYRIL, Orchard-hill, Coldbath-st., S.E., Baker. Greenwich. Pet. March 18. Ord. April 8.

NELSON, ARTHUR, Newsome, Huddersfield, Baker. Huddersfield. Pet. April 8. Ord. April 8.

PIERCE, ARTHUR G., Dorchester, Fancy Goods Dealer. Dorchester. Pet. April 9. Ord. April 9.

POWER, LAWRENCE, South Bank, Yorks., Fitters' Labourer. Middlesbrough. Pet. April 8. Ord. April 8.

REDMORE, JAMES M., Torquay, Boot Dealer. Exeter. Pet. April 7. Ord. April 7.

REDWOOD, WILLIAM R., Birkenhead, Company Director. Birkenhead. Pet. March 3. Ord. April 8.

RULER, JOSEPH W., Kingston-upon-Hull, Coal Merchant. Kingston-upon-Hull. Pet. April 7. Ord. April 7.

SANSOME, PERCY W., Liverpool, Dentist. Liverpool. Pet. Feb. 27. Ord. April 9.

SIMPSON, BERTRAM C., Beyton, Suffolk, Baker. Bury St. Edmunds. Pet. April 8. Ord. April 8.

SINGLETON'S, Bedford, Estate Agents. Bedford. Pet. March 20. Ord. April 8.

SPEARE, GUISEPPI S., Manchester-sq., Antique Furniture Dealer. High Court. Pet. March 10. Ord. April 3.

STORET, ALBERT E., Heighington, Lincs., Farmer. Lincoln. Pet. April 5. Ord. April 5.

TITLEY, HARRY, Narberth, Motor Engineer. Haverfordwest. Pet. March 28. Ord. April 8.

TUPPER, ERNEST Du S., Sutton-on-Sea, Caterer. Boston. Pet. Feb. 26. Ord. April 8.

WALLIS, CYRIL K., Bognor, Electrical Engineer. Brighton. Pet. April 9. Ord. April 9.

WHITWORTH, HARRY, Kensington. High Court. Pet. Jan. 28. Ord. April 3.

WILKINSON, BERTIE, Nettleton, Lincs. Lincoln. Pet. April 7. Ord. April 7.

WILLIAMS, JOHN O., Groeslon, Carnarvon, Coal Merchant. Bangor. Pet. April 9. Ord. April 9.

WOODWARD, ELIZABETH, Middlesbrough, General Dealer. Middlesbrough. Pet. April 7. Ord. April 7.

WYBORN, WILLIAM, Sutton, Surrey, Auctioneers. Croydon. Pet. Feb. 26. Ord. April 8.

YOUNG, WATSON, Low Fell, Durham. Newcastle-upon-Tyne. Pet. April 4. Ord. April 4.

Amended Notice substituted for that published in the *London Gazette* of 4th March, 1924:—

JACOBS, Mrs. E., Finchley, Fishmonger. Barnet. Pet. Jan. 11. Ord. Feb. 28.

London Gazette.—TUESDAY, April 15.

ADNES, FELIX H., St. Martins-st., Actor. High Court. Pet. April 11. Ord. April 11.

ALBONE, PETER, Bradford, Beerhouse Keeper. Bradford. Pet. April 10. Ord. April 10.

BARON, SARAH, Birmingham, Grocer. Birmingham. Pet. April 10. Ord. April 10.

BESTWICK, BERNARD C., Totley Rise, near Sheffield, General Engineer. Sheffield. Pet. April 10. Ord. April 10.

BEUTTER, CHARLES F., Hoylake. High Court. Pet. Feb. 29. Ord. April 8.

BIGGS, H. J., East Hill, Publican. Wandsworth. Pet. March 13. Ord. April 10.

BOGGIANO, JOSEPH G., Liverpool, Auctioneer. Liverpool. Pet. March 15. Ord. April 11.

BROOMHALL, HAROLD, Wednesfield, Staffs, Tobacco Dealer. Wolverhampton. Pet. March 27. Ord. April 9.

CLARKE, WILLIAM, Feltwell, Norfolk, Grocer. Norwich. Pet. April 12. Ord. April 12.

DAW, MARY E., Par Station, Cornwall, Farmer. Truro. Pet. April 11. Ord. April 11.

FROST, ROBERT, Nottingham, Hat Renovator. Nottingham. Pet. April 11. Ord. April 11.

GAZELEY, SIDNEY C., Highgate-rd., Waterproof Merchant. High Court. Pet. April 10. Ord. April 10.

GIBSON, MARY J., Penzance, Fancy Goods Dealer. Truro. Pet. April 12. Ord. April 12.

GOULD, JOHN C., Blackheath, Manufacturer's Agent. High Court. Pet. April 11. Ord. April 11.

GREEN, HERBERT H., Wolverhampton, Builders' Ironmongery Manufacturer. Wolverhampton. Pet. April 11. Ord. April 11.

HODGES, NORMAN A., Bedford. Bedford. Pet. March 12. Ord. April 11.

HOLMES, BERNARD M., Newcastle. High Court. Pet. Feb. 22. Ord. April 9.

JOYNSON, NORMAN M., Bessborough-gardens, Motor Salesman. High Court. Pet. April 10. Ord. April 10.

LANCASTER, GEORGE H., Brighouse, Fish, Fruit and Game Dealer. Halifax. Pet. April 10. Ord. April 10.

LEADBEATER, EDWIN, Longton, China Manufacturer. Hanley. Pet. April 9. Ord. April 9.

LEAF, FREDERICK B., Nunhead, Manufacturer of Coathangers. High Court. Pet. April 10. Ord. April 10.

LEYBOURNE-POPHAM, Major F. H. A., Ryder-st., S.W. High Court. Pet. Feb. 26. Ord. April 9.

MACE, WILLIE, Watchet, Somerset, Engineer. Taunton. Pet. April 11. Ord. April 11.

MARSHALL, ERNEST O., Leeds, Dental Salesman. Leeds. Pet. April 10. Ord. April 10.

MARTIN, JOHN G., West Felton, nr. Oswestry, Engineer. Wrexham. Pet. April 10. Ord. April 10.

MILLER, Lieut.-Col. F. W., Clapham. Wandsworth. Pet. Feb. 25. Ord. April 10.

MUNN, ROBERT B. S., Abinger, Surrey, Farmer. Croydon. Pet. April 12. Ord. April 12.

NUTCHEY, FRED, Newmarket, Furniture Broker. Cambridge. Pet. April 12. Ord. April 12.

PERKINS, WALTER F., and LARAMY, ALBERT S., Kingsteignton, Devon, Bus Proprietors. Exeter. Pet. March 28. Ord. April 11.

PERROW, HAROLD, Liskeard, Cornwall, Poultry Dealer. Plymouth. Pet. April 12. Ord. April 12.

REDMOND, HENRY B., Streatham, Bank Clerk. Wandsworth. Pet. April 10. Ord. April 10.

RIDINGS, WILLIAM R., Urmston, Lancs, Motor Engineer. Salford. Pet. March 39. Ord. April 11.

SHEARMAN, J. E., Notting Hill Gate, Solicitor. High Court. Pet. Feb. 5. Ord. April 3.

STONE, GEORGE W., Birmingham, Factor. Birmingham. Pet. March 17. Ord. April 11.

TYLER, HUGH R., Kenley. High Court. Pet. Feb. 29. Ord. April 10.

WADE, EDWARD J., Bethnal Green, Clerk. High Court. Pet. April 10. Ord. April 10.

WOOD, ARTHUR, Stockport, Manufacturing Chemist. Stockport. Pet. March 28. Ord. April 10.

WOOLLETT, ALBERT, Woodville, Derby, Painter. Burton-on-Trent. Pet. April 10. Ord. April 10.

WYBORN, WILLIAM, Sutton, Surrey. Brighton. Pet. Feb. 29. Ord. April 11.